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## The Solicitors' Journal.

LONDON, AUGUST 9, 1873.

THERE CAN BE NO DOUBT that the office of Master of the Rolls has been offered to the Attorney-General, and we believe there is little doubt that he has accepted it. We can hardly hope that we are misinformed, and yet we can scarcely bring ourselves to believe the rumour true. The Attorney-General himself admitted, both in his place in Parliament and elsewhere, that the effective working of the Judicature Bill required an increase in every available direction of the equity element on the bench (indeed he so far committed himself on this question as to give rise to a serious charge of bad faith against the Government from one of their most constant supporters), and that he should be selected as the first instance of action in a directly contrary sense would be one of the rudest instances of the "satire of events" of which we have ever heard. The Lord Chancellor is reported to have said that a certain judicial appointment was "not only the worst appointment ever made, but the worst that it was reasonably conceivable ever should be made"; but if the rumoured appointment be made, and his Lordship is a concurring party, he will have gone far to falsify the statement.

THE JUDGMENT of Vice-Chancellor Wickens in *Wilson v. Johnstone* is an important contribution to the solution of a question on which the authorities are hardly reconcilable. The question raised in the case was as to the right of a partner, who has bought with a premium a partnership for a term of years, to a return of a proportionate part of the premium upon the partnership being dissolved before the expiration of the term. Where no term is fixed for the duration of a partnership, in the absence of fraud, and of a special agreement, there can be no ground to claim a return of a part of the premium in the event of the determination of the partnership, for it is plain there is no basis for an apportionment. An action might, perhaps, under some circumstances, be sustained on an implied agreement to remain in partnership for a reasonable time, in which the amount of premium paid might help to determine what would be a reasonable time, and what would be the corresponding damages for breach of the implied agreement; but there is no basis for making a proportional division of the premium. But where a premium is paid as consideration for a partnership for a definite term, the case stands on a different footing; the means for making a proportional division exist, and the question arises whether it ought to be made; and the same question arises when, as in *Akhurst v. Jackson* (1 Swanst. 85), the partnership is dissolved while instalments of the premium remain unpaid. If, as in *Lee v. Page* (9 W. R. 754, 30 L. J. Ch. 857), the partners agree to dissolve without making any stipulation as to the premium, then, as was pointed out by Vice-Chancellor Kindersley in that case, they have made their own bargain; the one of them cannot claim against the other a return of premium, when, perhaps, if such a claim had been made before, the other would not have consented to the dissolution

On the other hand, "in general," says Wickens, V.C., in the present case, "an incoming partner who buys with a premium a partnership for a term of years, and does not get the full benefit for which he contracted, because the partnership is prematurely dissolved by the Court, is entitled to have a portion of the premium returned, unless he has waived or forfeited his right in some manner or other. The dissolution by the Court is a variation of the contract which the Court imposes on the parties, and the Court, in so imposing it, generally treats the premium as if it were an aggregate of yearly payments made in advance, and returns to the payee the proportion attributable to that part of the term which it cuts off from that contracted for." What, then, will deprive the premium-paying partner of his "general" right under such circumstances to a return of the premium? The Vice-Chancellor lays down distinctly that "mere conduct entitling the other partners to a decree for a dissolution would not be sufficient"; and he considers that, on principle, only an actual or implied release of the right to the premium, or an actual or implied release of the right to be a partner, "including under the latter head such a deliberate and serious breach of the partnership contract as might be considered equivalent to a repudiation of it altogether," will suffice to take away this right. The Vice-Chancellor takes notice that this rule may not appear wholly reconcilable with what seems to have been assumed in the Court of Appeal in *Atwood v. Maude* (16 W. R. 665, L. R. 3 Ch. 369), and apparently must have been assumed by Vice-Chancellor Stuart below; and he therefore declines to lay down the rule absolutely; but he points out that in that case Lord Cairns, in reversing the decision against the claimant on the ground that the misconduct was not proved, did not necessarily decide that if the facts had been proved the result would have been otherwise. It must be noticed that the present case did not in fact call for a decision as to the points there discussed, because the Vice-Chancellor was of opinion that what the plaintiff had done did not compel a dissolution, and was "not sure that the defendant would have obtained a decree for a dissolution if he had filed a bill to get one;" the parties had in fact dissolved, reserving the question as to the premium for the Court, to be determined according to the principles applied in cases of dissolution by decree. But although not a decision, the carefully reasoned remarks of so eminent a judge will no doubt carry great weight in any future discussion on the subject.

WE NOTICED (*supra* p. 628) the recent decision of the Lords Justices in *Ex parte Oyle, in re Pilling*, as a noteworthy instance of the disinclination of the Court to extend the doctrine of the personal liability of trustees for money paid by them *bond fide* under a misapprehension of the law. The trustee in that case was a trustee under a deed of assignment for the benefit of creditors, under the Bankruptcy Act, 1861. James, L.J., distinguished the position of a trustee in bankruptcy from that of an ordinary trustee, on the ground that the former had quasi-judicial duties to perform.

In *Ex parte W. Berry, re Berry & Sons*, a case recently before Mr. Daniel, Q.C., the judge of the Bradford County Court, reported in last week's issue, the immunity of a trustee in bankruptcy has been extended to acts of indiscretion not arising out of any misconception of the law. The case is rather a complicated one; but the facts seem to be that the trustee under a liquidation of joint and separate estates, did not wait, as he ought to have done, until the award in a pending arbitration which affected the estates of the debtors had been made, but acting with *bona fides* and on representations made to him by the arbitrator, he anticipated the findings of the award, and carried over certain moneys from the separate estates to the joint estate, and paid them away to the joint creditors. When the award was made it was found that the effect of this carrying over and payment was

that the separate creditors had been wronged. The judge held that the principle of *In re Pilling* applied to the case, and refused to hold the trustee personally liable for the loss caused to the separate creditors.

This decision seems to us, we must confess, a considerable extension, if indeed it is not a misapprehension, of *In re Pilling*. In the latter case, the law on the point in question was not clearly ascertained at the time when the trustee acted on a wrong view of it, and this fact naturally had great weight with the Court in inducing them to regard the mistake as excusable. In the present case, a very moderate amount of discretion would have told the trustee that he ought to wait until the award was made. There is a great difference between expecting good common sense and reasonable care from a trustee and exacting from him a prophetic knowledge of how the Courts are going to decide a moot point of law. We should be among the first to regret decisions, the result of which might be to render the position of trustees in bankruptcy unbearable. But at the same time the Courts are, we think, bound to require from them caution and discretion. As *quasi* judges their wrong decisions on difficult points of law may not lay them open to personal liability. But so far as regards the business of administering the estate, their position is not that of *quasi* judges at all; and in this part of their duty they cannot claim any judicial immunity.

#### AGREEMENT BY LETTER.

The strong opinion expressed by Vice-Chancellor Malins in *Wall's case* (L. R. 15 Eq. 18), following the judgments of the Lords Justices in *Harris' case* (20 W. B. 690, L. R. 7 Ch. 587), will in all probability, so far at least as the Court of Chancery is concerned, practically conclude the disputed question as to agreements effected by letter. As the facilities offered by the Post-office have increased, the number of mercantile contracts of all descriptions concluded through its agency has increased also; and where, as in the case of allotment of shares, a large number of communications have to be addressed simultaneously to all parts of the country, it would evidently be practically impossible to convey to the applicants the notice which will complete the contract into which they have offered to enter, by any other means of communication than that afforded by the ordinary post. The question we propose to discuss is therefore one of considerable general interest.

The point in dispute broadly stated is this:—If A. writes and sends by post to B. a letter containing an offer, and B. writes and returns by post to A. a letter accepting that offer, at what time is a complete contract concluded? Is it made when the letter accepting the offer is put into the post, or is it not made until that letter is received? and if the letter is not received at all, are both parties relieved from the inchoate agreement into which the party posting the letter of acceptance at least would seem *prima facie* to have entered?

The first case on the subject is *Adams v. Lindzell* (1 B. & Ald. 681), where the letter of acceptance being delayed through the fault of the party making the offer, he was nevertheless held bound by the contract as concluded at the time when the letter of acceptance was posted. *Dunlop v. Higgins* (1 H. L. C. 381) was a very similar case. The letter of acceptance was delayed by the bad state of the roads, and the parties making the offer renounced the contract on the ground that the offer was not, according to the custom of the trade, accepted by a letter which reached them at the usual hour of delivery of the mails. They were, however, held to be bound as from the time the letter was posted. Now *Dunlop v. Higgins* was a decision of the House of Lords, and the judgment delivered by Lord Cottenham in that case might well seem to be conclusive of the whole question. His Lordship there put the case of a bill of exchange, and cited *Stocken v. Collin* (7 M. & W. 515)

as an authority for the proposition that, in the case of a bill of exchange, notice of dishonour given by putting a letter into the post, so that in ordinary course of post it ought to be delivered within due time, is sufficient—and his Lordship said “he has put the letter into the post, and whether that letter is delivered or not is a matter quite immaterial, because for accidents happening at the Post-office he is not responsible.” There is further a case of *Duncan v. Topham* (8 C. B. 225) in which Mr. Justice Cresswell directed the jury that if the letter accepting the contract be put into the Post-office and lost by the negligence of the Post-office authorities, the contract will nevertheless be complete. Again in *Potter v. Sanders* (6 Hare 1), Wigram, V.C., held that by posting a letter of acceptance the sender was bound from the moment of posting it. So far then the course of decision was clear and uniform, that where common usage or the practice of the parties authorises the employment of the post as a means of communication, the posting of a letter of acceptance completes the contract.

The first case that broke in upon this uniform course of decision was *Finucane's case* (17 W. R. 813) decided by the Master of the Rolls. This case was followed by the same learned judge in *Reidpath's case* (19 W. R. 219, L. R. 11 Eq. 86). From some expressions used by his Lordship in the latter case it might be thought that his Lordship is in fact prepared to go as far as this:—that, not only is the applicant for shares not bound if he can prove that he has never received the letter of allotment, but that, in default of proof on the part of the company that the letter has been received, the contract is incomplete. That is to say, not only is the contract not completed by the posting of a letter of allotment which is not received, but the *onus* is on the sender of the letter of allotment to prove its receipt by the person to whom it was addressed. Plainly, however, his Lordship can have only meant that the posting of the letter is not conclusive, but only *prima facie*, evidence of its receipt. *Reidpath's case* is a stronger decision than *Finucane's case*, in the fact that there was in *Finucane's case* a reason assigned for the non-arrival of the letter, viz., that there was in the street a second house bearing the same number as that to which the letter of allotment was addressed, while in *Reidpath's case* no such reason was given. *Reidpath* admitted that he had continued to reside at the address which he had given for two and a half years after the letter of allotment was posted, and although on three several occasions letters relating to the shares were posted to him at that address, the Master of the Rolls refused to fix him with liability against his own oath that none of those letters had been received.

But the case which has attracted the most attention is that of *British and American Telegraph Company v. Colson* (L. R. 6 Ex. 108), the rule in which was moved for in the authority of *Finucane's case*.

The circumstances of that case were shortly as follows:—On an action for payment of moneys payable on allotment of shares, it was proved that the defendant sent to the plaintiffs an application for fifty shares, and that a letter of allotment was posted to him to his address. The defendant, however, swore that he never received the notice; that another person of the same name lived opposite him in the same street; that about the time of the allotment the numbers in the street were changed; and that at that time several letters sent to him had never reached him. The jury found that the letter of allotment had been posted, but had not been received; and the judge thereupon, on the authority of *Dunlop v. Higgins* directed a verdict to be entered for the plaintiffs; reserving leave to the defendant to move to enter the verdict for him on the authority of *Finucane's case*. A rule was accordingly obtained, and upon argument it was held by the Court of Exchequer that the defendant was not a shareholder. The proposition upon which the judgment proceeded was this:—That, although the contract is complete as from the time when

the letter of acceptance is posted, provided the letter is received, yet if the letter does not arrive at all, the acceptance has never been completed. It will be observed that Kelly, C.B., expressly says in his judgment, that "if the letter of allotment had been delivered to the defendant in the due course of the post, he would have become a shareholder from the date of the letter," and cites as an authority for that proposition *Potter v. Sanders*; but then goes on to consider cases which show that before communication of allotment no complete contract is effected. To the rule established by such cases of course no exception can be taken; it necessarily results from the very nature of a contract; but the whole question is whether the posting of the letter is not in itself a communication, whether in fact the applicant has not constituted the Post-office his agent; and whether delivery of the notice of allotment to the Post-office is not communication to him.

The next case in order is *Townsend's case* (20 W. R. 164, L. R. 13 Eq. 145), where Malins, V.C., undoubtedly expressed his approval of the doctrine laid down in *British and American Telegraph Company v. Colson*, though it became unnecessary to apply it; but the Vice-Chancellor subsequently took occasion, in *Wall's case* (L. R. 15 Eq. 18), to review and modify those observations in the light of the decision of the Court of Appeal in *Harris's case* (20 W. R. 690, L. R. 7 Ch. 587). But *Townsend's case* is a clear authority to this effect—that if the letter of allotment be delayed by the fault of the applicant, as by his supplying an incorrect or insufficient address to which the allotment is to be sent, the contract will be taken to be completed as at that time at which it would have been completed if the letter had borne a sufficient address and had been duly delivered. The Court, in fact, there followed the decision in *Adams v. Lindsell* (1 B. & A. 681).

In this position of the authorities *Harris's case* (20 W. R. 690, L. R. 7 Ch. 587) was this. H. sent a letter of application for shares, to which the company responded by a letter of allotment, which was posted either on the 15th or very early in the morning of the 16th of March, and was received by H. on the 17th. On the same 16th of March H. wrote and posted to the company a letter withdrawing his application; but he was held to be too late in his withdrawal, for that the contract was complete at the time the company put their letter into the post. It will be seen that this is an absolute decision of the Court of Appeal to this extent:—that if a letter accepting an offer is received by the person by whom the offer was made, the contract is concluded and takes effect at the moment at which the letter of acceptance is posted. But for the decision of the case it was not necessary to go farther; and therefore, except in so far as the strong opinions expressed by their Lordships must have effect, the decision leaves untouched the question raised in *British and American Telegraph Company v. Colson* as to what is the result if the letter of acceptance is never received at all. In that expression of opinion, however, coupled with the observations of Malins, V.C., in *Wall's case* (L. R. 15 Eq. 18), we have very firm ground to go upon in anticipating what would be the decision of the Chancery Courts when the point again arises for decision. In *Wall's case* the Court held, upon the evidence that the letter was in fact received, but while deciding the case on that ground the Vice-Chancellor expressed the opinion that, in all cases of contract by letter, directly the letter is posted there is a binding contract, and that if the letter of allotment had in that case not been received at all, the contract to take the shares would nevertheless have been binding upon the applicant as soon as the letter was posted.

Upon general considerations it would seem that so to hold would be the more convenient and more reasonable rule. Upon the other principle, if carried out to its logical conclusion, no contract could ever be concluded by the post at all. For, to use the language of the Court of King's Bench in *Adams v. Lindsell* (1 B. & A. 681, 683), "if the defendants were not bound by their offer

when accepted by the plaintiffs till the answer was received, then the plaintiffs ought not to be bound till after they had received the notification that the defendants had received their answer, and assented to it; and so it might go on *ad infinitum*." And, indeed, it would be difficult, or impossible, to transact business at all upon any other principle. No doubt, as pointed out by Kelly, C.B., and Bramwell, B., hardship may sometimes arise from the operation of this rule; but it is equally easy to put cases of an opposite kind. A. writes to B. offering to buy so many tons of coal at so much a ton; B. writes and posts a letter accepting the offer, and instantly goes into the market and buys the coal. A. never receives the letter, and, instead of writing to B. to inquire why he has had no reply, purchases the coal of some one else. A fortnight or a month, or any time afterwards, B. writes, "When shall I deliver the coal to your order," and A. replies, "I never received your letter accepting my offer, and I repudiate the contract." In the interval the market perhaps has fallen, and B. is left with the coal on his hands. The question then cannot be decided by these particular instances, but must be determined by general practice and convenience; and the adoption of the Post-office as the means of communication, furnishes a principle of decision.

It is not contended that, if A. have not authorised B. to communicate with him by the Post-office he will be bound by a communication sent to him through that agency, but never received, *but having authorised B. so to communicate with him*, he practically consents that a communication so made shall be considered as a perfected communication.

On the whole case, then, the rule may be thus stated: that, if A. write and send to B. a letter containing an offer, or otherwise make an offer to B., and either directly or impliedly tell him to send his answer by post, and B. accept the offer by a letter duly addressed and duly posted, a binding contract is completed between the parties at the moment that letter is put in the post. On any question of agreement by letter, the point whether the person making the offer have or have not authorised the use of the Post-office for sending the notice of acceptance will always be open to argument. From the decisions, however, we may conclude that the Courts will not be slow in inferring such authorisation from the custom and ordinary practice of mankind.

#### DUTY TO FENCE.

The general rule of law as to fencing is very clear, though often misunderstood. If an owner suffers his cattle to stray into his neighbour's land, he commits a trespass, and is liable to an action, and, if he does not remove his cattle within a reasonable time, is also liable to have them distrained as *damage feasant*; what is a reasonable time being measured, not merely by the time within which it is possible to remove them, but being, to some extent, determined by surrounding circumstances, as was shown by *Goodwyn v. Cheveley* (7 W. R. 631, 4 H. & N. 631). In this sense, then, but in no other, an owner is bound by law to fence; if he does not fence he will be legally liable for the consequences of his own cattle straying into his neighbour's land; the true form of the legal obligation being plainly, not an obligation to fence, but an obligation not to trespass. But there is no obligation on him to fence for the benefit of his neighbour; that is, so as to prevent his neighbour's cattle straying into his own land. Any such obligation is, as was laid down long ago in *Star v. Rookesby* (1 Salk. 335), "against common right;" it may exist, but it must be established by positive evidence, which may be a deed (*Boyle v. Tamllyn*, 6 B. & C. 329), but is commonly prescriptive title. It is so obvious as scarcely to need the observation, that no practice of repairing a man's own fences can establish a prescription against him in favour of his neighbour; what he does he does for his own convenience, to prevent his own cattle from stray-



ing on to his neighbour's land, and to keep his neighbour's cattle off his own land; and these being amply sufficient reasons for his doing it, to infer that it was done in pursuance of an obligation would be contrary to all reason and analogy. To create evidence, then, of this prescriptive obligation, it must be shown that the owner repaired the fences on notice from his neighbour. So far the matter is perfectly clear and undisputed.

And it is further clear that where the obligation to fence does exist, the owner on whom it lies is liable to his neighbour if, through neglect of that duty, his neighbour's cattle come to mischief, by reason of their coming on to his own land; and that, on the other hand (unless they are allowed to continue there after notice given to their owner to remove them, in which case there will be a remedy for the damage done after the notice), he can neither sue in trespass in respect of their coming there, nor distrain them as *damage feasant* (2 Wms. Saund. 285b, n. (4) to *Poole v. Longueville*; *Singleton v. Williamson*, 7 H. & N. 410, 10 W. R. 174.)

But in the case of *Lawrence v. Jenkins* (21 W. R. 577, L. R. 8 Q. B. 274), where repair from time to time upon notice was shown, and so the prescriptive obligation established, the question was raised as to the extent of the obligation, whether it was an obligation to repair upon notice, or an absolute obligation to keep in repair at all times, which rendered the owner liable to his neighbour if, through defect in the fence, his cattle escaped and so came to mischief. The obvious answer to the suggestion that the duty is only a duty to repair upon notice given seems to be, that in none of the cases where the neighbour has been allowed to recover for damage done to his cattle through defect in fencing has it ever been thought necessary to aver or to prove that notice to repair had been given (see especially *Powell v. Salisbury*, 2 Y. & J. 391; *Boyle v. Tamlyn*, 6 B. & C. 329). This apparently conclusive argument does not seem to have been either presented to or noticed by the Court, but (in a not very lucid judgment) they come to the conclusion to which it points, that the duty is an absolute one (saving always the act of God and *vis major*) to keep the fence always in repair, and that the plaintiff was therefore entitled to recover for the loss of his cattle, which had escaped through the defective fence, and had poisoned themselves by eating shoots from a fallen yew tree on the defendant's land.

It may be noticed, as a peculiarity of this obligation to fence, that, where created by prescription, it rests upon the occupier and not on the owner (*Cheetham v. Hampson*, 4 T. R. 318).

We have already pointed out the nature of the evidence required to support the claim by prescription. In the case of *Lawrence v. Jenkins* it was fully up to the mark, being evidence of repair by the defendant, upon notice by the plaintiff, for the purpose of preventing the plaintiff's cattle from escaping into the defendant's close. The case would be very different if the repair were upon notice by the plaintiff that he would distrain the defendant's cattle if they trespassed. The evidence in *Boyle v. Tamlyn* was chiefly of the latter kind, and the Court, after a verdict for the plaintiff, sent the case down to a new trial.

The Long Vacation will commence on Monday next and terminate on October 28th, both days inclusive.

THE DIVORCE COURT.—According to a return just issued it appears that the costs and fees paid by the Treasury in respect of cases in which the Queen's Proctor had intervened in cases in the Divorce Court, from 1861 to 1873, was amount to £24,457 16s. 11d.

LORD WESTBURY.—Mr. Charles H. Hulls, the principal of Corsham School, near Bath, asks us to correct the statement that the late Lord Westbury received his early education at a private school at Bristol. Mr. Hulls informs us that, up to the time of his going to Oxford, he was entirely educated at Corsham School by Mr. Hulls and his predecessor, the late Mr. George Turner.—*Daily News*.

## RECENT DECISIONS.

### EQUITY.

#### SETTLED ESTATES ACT—INTERIM INVESTMENT OF PURCHASE-MONEY.

*Re Boyd's Settled Estate*, L. C. for M. R., 21 W. R. 687.

The ratio decidendi in this case was, that cash paid into court under the provisions of any special Act which provides for the mode of investment is not "cash under the control of the Court" within the meaning of 22 & 23 Vict. c. 38, s. 10, and the General Order of the 1st of February, 1861, but is regulated by the special Act, and can only be invested as thereby provided. On this ground it had been held by Lord Romilly, M.R., that cash paid to trustees upon a sale under the Leases and Sales of Settled Estates Act can only be invested in Consols or Exchequer bills (19 & 20 Vict. c. 120, s. 25), and that cash paid into Court under the Parliamentary Deposits Act (9 Vict. c. 20) can only be invested in Consols or Reduced Annuities, or in Government Securities (section 4) (*Re Shaw's Settled Estates*, 20 W. R. Ch. Dig. 93, L. R. 14 Eq. 9; *Ex parte Great Northern Railway Company*, 18 W. R. Ch. Dig. 46, L. R. 9 Eq. 274), in the former of which cases the learned judge overruled an earlier decision of his own under the Leases and Sales of Settled Estates Act (*In re Cook's Settled Estates*, L. R. 12 Eq. 12, 19 W. R. 963). On the other hand, it was held by Malins, V.C., that the special Act was controlled by the subsequent general Act, which "enlarged the powers of the Court as to the investment of cash under its control" (*In re Wilkinson's Estates*, 18 W. R. Ch. Dig. 46, L. R. 9 Eq. 343, following *Re Birmingham Blue Coat School*, 14 W. R. Ch. Dig. 53, L. R. 1 Eq. 632, a decision of Lord Romilly, M.R., which was itself made entirely on the authority of an unreported decision of Wood, V.C., in *Re Mitford's Trusts*). These decisions were under private Acts; but in the subsequent case of *Re Thorold's Estate* (20 W. R. 898, L. R. 14 Eq. 31), under the Leases and Sales of Settled Estates Act, Malins, V.C., was "at a loss to imagine" (on *Shaw's case* being cited to him) "from what possible reason it could be supposed" that cash paid in under that Act was not "cash under the control of the Court." *Wall v. Hall* (11 W. R. 298), a decision of Vice-Chancellor Kindersley, cannot be referred to as an authority on this point, because the Vice-Chancellor seems to have acted entirely under the Leases and Sales of Settled Estates Act, and not to have referred at all to 22 & 23 Vict. c. 38, s. 10. In this state of the authorities Lord Selborne, sitting for the Master of the Rolls, has in the present case refused to follow Malins, V.C., in *Thorold's case*, and has adhered to the opinion of Lord Romilly in *Shaw's case*.

### COMMON LAW.

#### COMPANIES ACT, 1867—FRAUDULENT PROSPECTUS.

*Cornell v. Hay*, C.P., 21 W. R. 580, L. R. 8 C. P. 328.

This is, we believe, the first decision on the section of the Companies Act, 1867 (30 & 31 Vict. c. 131, s. 38), which enacts that every prospectus which does not particularly describe "any contract entered into by the company, or the promoters, directors, or trustees thereof, before the issue of such prospectus . . . shall be deemed fraudulent on the part of the promoters, directors, and officers of the company knowingly issuing the same, as regards any person taking shares in the company on the faith of such prospectus, unless he shall have had notice of such contract." In the present case the plaintiff was not a shareholder, but a bondholder, and he did not therefore come within the terms of the Act. It was indeed argued that the section might be divided, and the first part read as enacting a statutory duty on those who issued the prospectus to insert particulars of the contracts, for the violation of which duty an action would lie; but the Court declined to treat the section in this way, and held that the final clause deter-



mined the class of persons who could avail themselves of its provisions. This was all that was necessary to the decision, but several important questions were raised as to the extent and meaning of the provision which it may be useful to refer to. In the first place it was argued that the section only relates to the question of who are to be made contributories in a winding-up. Now this cannot be, because it is just when the question arises who are contributories, that is in a winding-up, that the existence of a fraud by which the shareholder was induced to take shares becomes unimportant; it is then too late for him to avail himself of the fraud to escape from liability (*Oakes v. Turquand*, L. R. 2 H. L. 325). Next it was contended that the Act was only meant to refer to contracts which in form or in substance bound the company, or the burden of which would fall on the company, such as the preliminary contract frequently made for the purchase of property. This is more plausible. It was supported by a reference to the expressions which speak of the contracts as being "either subject to adoption by the directors or the company, or otherwise," and it was argued that the words were insensible unless this limited construction were given to them. In fact, we believe the section has been usually read in this way, and as, therefore, excluding contracts of the promoters which will never become the contracts of the company; but the words referred to in support of that reading seem to us to tend to show the contrary. They suppose that the contracts may be such as to require the adoption by the directors or the company, or not to require it. Now, it is clear that no contract can bind the company which is not adopted either by the company or the directors. What contracts, then, can those be which do not require the adoption of the company or the directors but those contracts outside the company, which often constitute the juggle by which the company is floated. Nor can it be said that it is of no consequence to shareholders to know of the existence of such contracts. Many a company would never have been launched if the public had been aware of the enormous stake which, as between the promoters and those who were interested in getting rid of their property or business to the company, the promoters had in issuing their highly seasoned prospectus. At any rate, the opinion of the Court in the present case inclined to hold that a contract by which directors were to be paid by the promoters for the use of their names would fall within the Act.

### NOTES.

The *Jewish Chronicle* is very pleased at Sir George Jessel's renowned appointment to the Mastership of the Rolls, and is still more delighted at the intelligence, which it seems to have received, of his speedy elevation to the peerage. Its joy on this account, however, is kept within sober limits by the reflection that "a Jew's aristocracy is (as the authoress of the 'Last of the Jerninghams' clearly showed) of higher and older timbre than the English cachet of nobility." Not having read the "Last of the Jerninghams," it would be unreasonable to expect to know what the timbre of a Jew's aristocracy may be; but, unfortunately, we are equally at a loss with the "English nobility." We have heard of peers by writ, peers by patent, and peers by statute, and peers by tenure are spoken of, but we were, till now, quite unacquainted with the mode of creation referred to by the *Jewish Chronicle*. We suppose, however, that when a member of the Jewish aristocracy condescends, for the first time, to enter the ranks of the English nobility, a new form will be adopted in honour of the occasion, and he will be made a peer by cachet.

We do not know whether the doctors, speaking through the *British Medical Journal*, regret that they have abandoned the use of wigs, and give advice to the bar like the fox in the fable; but whatever their motive may be, their observations show a want of practical acquaintance with the subject. Horse-hair wigs, like all things human, are

sometimes inconvenient, and, like the rest of our clothes they are certainly not to be found in a state of nature. Whether, "speaking artistically," they are "monstrous," is also not very material; the grace of flowing beards the bench and bar are willing to leave to the disciples of Esculapius; but there are few who will not admit that, upon the whole, the use of wigs in court as much conduces to personal comfort, as it does to order and decorum in the conduct of business.

With us, as is well-known, the difficulty as to suing on a lost bill or note is put an end to by section 87 of the Common Law Procedure Act, 1854, which allows an action to be brought on an indemnity being given. It seems from the *Albany Law Journal* that the question is still a thorn in the side of American lawyers and suitors:—"In *Moses v. Trice*, 21 Gratt. 556 (we are told), the Court of Appeal of Virginia decided an interesting question relative to lost negotiable promissory notes. In this case it was held that an action at law cannot be maintained on such a note, whether lost before or after maturity. The authorities upon this subject are conflicting, but the conflict results from the difference in the constitution and jurisdiction of courts. . . . Where common law and equitable powers blend in the same court, the action will, of course, lie, and the form is not essential. In *Fales v. Russell*, 16 Pick. 315, it was held that where a negotiable promissory note, indorsed in blank, was stolen from the owner before due, he may recover of the maker, in an action at law, on filing a bond sufficient for the maker's indemnification. But in 3 Cowen, 303 (a case decided before the fusion of law and equity in New York), it was held that an action at law cannot be sustained by the owner of a negotiable note lost after due. In Ohio the rule is that an action at law will lie, if the note was lost after maturity, but if lost before maturity the remedy is in Chancery: *Thayer v. King*, Ohio, 242. In New York, by 2 Revised Statutes, 406, sections 75, 76, the owner of a lost negotiable note is allowed to recover on giving a bond of indemnity. Other States have similar statutes."

The Supreme Court of Missouri seems to have decided that a person engaged to be married has an insurable interest in the life of the other party to the contract. The following is the singular line of argument by which this conclusion seems to have been established—"The defence in this case is devoid of merit, and is not creditable to the defendant making it. There is no pretence that there was any concealment of facts at the time of making the contract. Upon the facts there was no hesitation in entering into the agreement, and obtaining the premiums and issuing the policy. Had the defendant been as willing to observe and fulfil its obligations as it was to receive premiums, then this case would have never occupied the time of the courts."—*Insurance Law Journal*.

### COURTS.

#### THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.\*

(Before Lord WESTBURY.)

June 17.—*Re European Company. Doman's case and Thomson's executor's case.*

*Life assurance company—Transfer of business and liabilities from one company to another—Transfer of shares—Formalities attending transfer not complied with—Contributory.*

The E. Company was formed as a private partnership in 1820. By an Act of Parliament passed in 1844 it was provided that when any person should be admitted as a member of the company, or should cease to be a member thereof, the company should cause a memorial of such proceeding to be enrolled in the Court of Chancery, and until such memorial had been enrolled the person whose name should appear in the last enrolled memorial should be liable as an existing member of the company, and should be reimbursed out of the funds of the company for all losses sustained in consequence thereof.

In 1858 arrangements were made for the transfer of the

\* Reported by W. BOUSEFIELD, Esq., Barrister-at-Law.

*business, assets, and liabilities of the company to the P. P. Society, on the footing that every shareholder of the company should transfer his shares to C., a trustee for the P. P. Society, and should in return receive at his option either a money payment or shares of the P. P. Society, and that the members of the company should be indemnified by the society.*

*D., a shareholder of the company, transferred his shares to C., and received in return payment in cash.*

*T., another shareholder, transferred his shares to C., and received in return shares of the P. P. Society.*

*No memorial of either of these transfers was enrolled in Chancery, and the names of D. and T. remained on the last enrolled memorial.*

*Many years afterwards both companies were wound up.*

*Held, that the arrangement between the companies being valid and binding, D. and T. had a right, as against the P. P. Society, to have effect given to the transfer of their shares by every formality, and to be considered as no longer shareholders of the E. Company; this declaration, however, to be without prejudice to any liability they might be under to creditors of the E. Company, not having notice of, or coming under, the contract between the E. Company and the P. P. Society.*

The questions in these cases were, whether John May Doman, and the executor of Henry Urmston Thomson, were contributories of the European Company in respect of certain shares in that company, which, on the 26th February, 1859, and the 21st January, 1859, were transferred by them respectively to William Cleland, as trustee for the People's Provident Assurance Society, and, if so, to what extent?

The European Company was instituted in 1820 by a deed of settlement, the provisions of which were modified by a supplemental deed, dated in February, 1821. This latter deed provided that members of the company on the execution of a deed of transfer of their shares in proper form, should cease to be members, and to be liable on their shares. It further provided that a junction with another assurance company, or a dissolution of the company, might be resolved upon by the members, in which case the directors should carry out such resolution in the manner which should seem best to them.

The company was not registered under any Act, and in 1844 a special Act of Parliament was passed, enabling the company to sue and be sued in the name of certain persons, and providing that shareholders should be liable to the same extent as partners at law, but no further. The 18th clause of this Act provided that when any person should cease to be a shareholder of the company, or when any other person should be admitted as a shareholder of the company, the company should, within six months from the happening of such event, cause to be enrolled in the Court of Chancery a memorial of the name, residence, and description of every person so ceasing to be, or admitted as, a shareholder in the company. Clause 23 provided that until the memorial required by the Act to be enrolled had been enrolled, the person whose name should appear in the then last enrolled memorial, and his legal representatives, should be liable to all legal proceedings under the Act as existing shareholders of the company, and should be reimbursed out of the funds and property of the company for all losses sustained in consequence thereof.

In September, 1858, the shareholders passed a resolution that the company should be dissolved, and the assets, business, and liabilities transferred to the People's Provident Assurance Society (which was registered under the 7 & 8 Vict. c. 110, and was empowered under its deed of settlement to incorporate other assurance companies); and the directors of the company were authorised to enter into an agreement with the society to that effect.

In compliance with this resolution, the following arrangement was made:—That each shareholder of the European Company should have the option of receiving from the People's Provident Society for every share held by him in the company, either £8 in cash, or five fully paid-up shares of £2 10s. each in the People's Provident Society; and that the company, and all past and present members thereof, and their respective representatives and estates, should be indemnified by the People's Provident Society from all the debts and liabilities of the company.

On the 8th December, 1858, a deed carrying out these arrangements of transfer was executed by the necessary parties, and after that date the European Company ceased

to carry on any separate business. Notices were sent by the People's Provident Society to the shareholders of the European Company, requesting them to fill up and return enclosed forms, stating whether they desired to take a money payment or paid-up shares in the society in place of their shares in the company. All the shareholders in the company (except five only) filled up and returned these forms.

The manner in which the shares of the European Company were transferred to the People's Provident Society was this:—Each of the shareholders of the company, in the expressed consideration of £8 per share, transferred his shares to William Cleland, the manager of the society, and those shareholders who elected to take money for their shares received a cash payment for the amount from him; while to those who elected to take shares in the society instead of cash, he executed, at the expressed consideration of £8 per share, transfers of shares of the society which had been previously allotted to him.

John May Doman was, at the date of the dissolution of the European Company, a holder of four shares therein, and he elected to take cash in exchange for his shares. On the 26th February, 1859, in consideration of £32, which was then paid to him, he executed a transfer of his shares to Cleland, who agreed to hold them for his own use, subject to the deed of settlement, and the rules and regulations for the time being of the European Company, and further covenanted with the company to perform and keep the terms of the said deed, rules, and regulations. This transfer was entered in the books of the European Company, but no memorial thereof was ever enrolled in the Court of Chancery as provided by the European Company's Act, 1844, s. 18; and Doman's name continued to appear in the memorial last enrolled as an existing shareholder of the company.

Henry Urmston Thomson was, at the date of the dissolution of the company, a holder of five shares therein, and he elected to receive shares of the society in exchange for his shares. On the 21st January, 1859, he executed a transfer of his shares to Cleland of the same form as that executed by Doman. The consideration for this transfer was expressed to be a payment of £40, but no such payment was ever made. On the same day Cleland transferred to Thomson twenty-five fully paid-up shares of the People's Provident for the expressed consideration of £40, but no such payment was ever made. No minutes of the approval of the transfer to Cleland was made by the directors of the European Company or the People's Provident Society, and no memorial thereof was ever enrolled in the Court of Chancery as provided by the European Company's Act, 1844, s. 18, and Thomson's name continued to appear in the memorial last enrolled as an existing shareholder of the company. After this transfer Henry U. Thomson died, having appointed Frederick Thomson his executor.

By an Act of Parliament passed in 1859 the People's Provident Society's name was changed into that of the European Assurance Society.

In 1872 the European Assurance Society was ordered to be wound up, and in January, 1873, the winding up of the European Company was ordered by Lord Westbury at the application of an annuitant.

The joint official liquidator of the European Assurance Society now contended that the names of J. M. Doman and the executor of H. U. Thomson ought to be permanently settled on the list of contributories of the European Company, on the ground that a memorial of the transfers of the shares of Doman and H. U. Thomson to Cleland was never enrolled in the Court of Chancery, and that their names appeared in the memorial last enrolled.

Jackson, Q.C., and F. C. J. Millar, for Doman, submitted that this case was bound by *Rivington's case*, 17 S. J. 403, the only difference here being that the transfer of Doman's shares had not been registered in compliance with section 23 of the European Company's Act. As to this, they contended (1) that the fact that after the transfer the European Company ceased to exist, and the functions of the directors came to an end, made it impossible that the registration should be carried out, as there was no one competent to do it. (2) That, by the words of the Act, the shareholder whose transfer was not registered had a right to be indemnified by the company, and therefore was

only nominally liable. According to either view Doman's rights could not be prejudiced.

Jackson, Q.C., and Methold, for the executor of Henry Urmston Thomson.

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator of the European Life Assurance Society, urged that he represented in this case the creditors of the European Company, which was a common law partnership, and, under any circumstances, remained so after the Act of 1844. Doman was liable in respect of its liabilities contracted while he was a member, and whether the transfer was good or not, would be a contributory. Moreover, this case differed from *Rivington's case* in two ways. (1) In that case there was a complete transfer of shares, in which all parties acquiesced, for twelve years, while here the transfer was never registered in Chancery, as provided by the special Act; and any creditor going to the register to see who were the responsible shareholders of the European Company would have found Doman's name on the list. (2) Here no notice of the transfer to the People's Provident was ever given to policyholders and annuitants of the European Company. It was very important to give effect to the decisions in the arbitration that the policyholder had a claim upon his original company by holding that that company was still composed of the persons who were members of the company at the time when the contract was entered into. It would be entirely negatory if the policyholder had a claim only on a company which was a theoretical entity, and comprised no solvent shareholders. This would be the case if it were held that the arrangement for amalgamation was ineffectual against the policyholders, but entirely effectual in getting rid of all the shareholders. Even if the transfer to Cleland were held effectual, still, as it was not enrolled, Doman was liable, subject to being indemnified by the People's Provident. With regard to the payment to Doman of £8 a share, that was merely a return to him of some portion of the capital of the European Company, and was therefore invalid. He must return the £32 he received: see *Murrough's case* and *Chamberlain's case*, 16 S. J. 483, before Lord Cairns. In *Thomson's Executors' case* the principle is the same as in *Doman's case*.

Lord WESTBURY.—This case has been argued with great ability; it presents many questions which naturally give rise to subtle arguments, but I think it is capable of being analysed, and reduced to certain clear propositions and conclusions, which will involve all that can now be determined; although it may be necessary from the position of the parties, to reserve the question as to the liability of Mr. Doman to the creditors and annuitants of the European Company, arising from the fact of his still remaining a registered member of that company.

Now, I must first distinguish the position of the parties before me. Mr. Doman was a shareholder in the old European Company. He was a party to the agreement by which the European Company formed a contract of junction with the People's Provident Society with a view to transfer its business and its status as an insurance company to the People's Provident. The other side is the official liquidator. He represents a variety of persons—the original European Company, the People's Provident, the transferee of the original European Company, and, besides this corporate society, he represents the individual rights and interests of the creditors and annuitants of the European Company, so far as they have a legal existence, independently of the rights and title of the European Company itself. Advantage has been taken of that to argue that the rights of the annuitants, and the rights of the creditors are not, and ought not to be, necessarily concluded by a view of the case which may end in pronouncing for an indemnity to Mr. Doman.

Now, Mr. Doman asks, Why have I been put provisionally on the list of contributories? The answer given by the other side is, because we find you a registered member of the European Company, and that registration has not been affected or altered. Mr. Doman, dropping all subtleties, in effect says to that, "If I am still a registered member of the European Company upon the chancery enrolment, it is the fault of your company, of which you are official liquidator; there was a contract made between my company and you—that contract ought to have been faithfully fulfilled by you; and, if it had been so fulfilled, the erasure of my name from the memorial would have been a matter of course

entering into the specific performance of that contract, and you no longer could have depended on my name appearing upon the memorial." The answer which is in effect given to that by the official liquidator is, first, a denial of the validity of the contract of transfer between the two companies, which is asserted and set up by Mr. Doman. We have entered into that at some length, but I do not think that any new view has been added to the argument, beyond those that were presented to me upon the same subject in *Rivington's case*. The history of the European Company has been traced *ab initio*; we find it a company of partners in the year 1821, we find it in a position in which it availed itself of certain powers conferred by Act of Parliament, and, by virtue of certain rules and regulations, made in conformity with the statutory powers, we find the company having it within its power to transfer its assets and business to another assurance company.

After that historical view, there being no imputation of any informality in the exercise of these powers, we come to the negotiations between the two companies, namely the European Company and the People's Provident. Now there has not been pointed out to me any particular portion of those negotiations, which finally ripened into a contract, which was *ultra vires* of either the People's Provident Society or the European Company, or which contained within itself anything illegal or unfit to be carried into effect. Then in the terms of the contract we find the most specific engagements, that it was the duty of the People's Provident, as to certain shareholders of a particular description, including Mr. Doman, that they should be offered in the arrangement between the two companies the option of receiving £8 per share, which would be a full satisfaction of the shares, and, in point of fact, a purchase of the shares, by the People's Provident Society. I find then an arrangement made for the nominal transfer of all the property of the European to the People's Provident through the medium of its being centered—merely for the purpose of holding an ultimate distribution—in a Mr. Cleland, and in that way the transaction is carried into effect; and judging these things as they ought to be judged, by the light of fair dealing and of plain honesty, and of a right to rely on assurances and good faith, I find Mr. Doman in this position, that he has a perfect right to rely on everything being done to provide for his perfect emancipation from the status of shareholder by the People's Provident Society, with whom his company had contracted—I consider, therefore, that Mr. Doman has a right to say to the People's Provident, and to his own company, and to all persons claiming under them, except by possibility a certain class of claimants, whom I will presently refer to:—"This agreement between the European Company and the People's Provident ought, so far as I am concerned, to be treated as an agreement fulfilled in substance, requiring only a certain solemnity to be performed, and the duty of supplying that solemnity was an engagement contracted for by you, the People's Provident, and if the perfect transfer by me is incomplete in respect of that formality, it is a want and an imperfection by which nobody claiming under you, or coming in by virtue of your position and status, can assert any right as against me."

Now, if that is the state of things, the nature of the case will be a very obvious and a very simple one. Mr. Doman would have a right to say, you shall make that contract good, it is not unperformed, it is substantially performed, but there is a technical legal solemnity wanted, which it was in your power to have supplied, which it is in your power now to supply, and which therefore it is your duty to supply.

Then it has been suggested, and with very great reason, that there is a peculiar difficulty, namely, that the Act of Parliament which was passed in the year 1844 not only went to suspend—for that is the more proper word—the operation of every transfer that was not memorialised; but it went on to declare, that so long as the original name remained upon the memorial, and the memorial was not erased and controlled by the subsequent transactions, the parties having rights against the company should have a right to resort to the shareholder whose name was so memorialised, precisely as if nothing had been done by that shareholder to alter his legal position. And I was



pressed with this consideration. How can you accede to Mr. Doman's application to be struck off altogether from the list of contributories, and, as a consequence, to have his name erased from the memorial, seeing that, whether it be by Mr. Doman's fault or not, or by the fault of any other person, *de facto*, persons having no notice of what had been done, had rights under this Act of Parliament which the equity of Mr. Doman against the People's Provident Society cannot control or affect. Well, I do not mean to say that I accede entirely to that proposition, but I mean to say this, it is possible that that may be found hereafter an important consideration, provided the persons in that condition are not fully paid out of the assets of the People's Provident Society, and, therefore, if the counsel for Mr. Doman are content, I shall make a declaration in this way. That by virtue of the contract between the European Company, and the People's Provident (which appears to me to be a valid and binding contract), Mr. Doman has a right, as against the People's Provident, to have full legal effect given to the transfer of his shares by every solemnity, and to receive and retain the money paid to him for the same, and that Mr. Doman has a right to be considered as altogether freed and discharged from the status of shareholder in the European Company; but this declaration is without prejudice to any question as to the liability, which Mr. Doman may be under, by virtue of his name remaining upon the memorial of shareholders of the European Company, to persons being creditors of the European Company, and not having notice of, or coming under, the contract between the European Company and the People's Provident Society, and with that exception. I do not mean to involve in the exception any declaration, but without prejudice to the claim of any such persons, Mr. Doman will be struck off the list of contributories, with a declaration that Mr. Doman has a right, as against the People's Provident, to have his name erased from the register of shareholders.

Now, many other questions may possibly arise hereafter by virtue of that exception, but I think there is one broad highway through the case, namely, that which places Mr. Doman under the shelter of that agreement, which throws upon the People's Provident Society the duty of performing that agreement to Mr. Doman, that fixes the indemnity in respect of his shares, its validity, and the liability of the company to carry it into effect; and then, having regard to the peculiar circumstances that, in all matters of this kind, rights are frequently created in favour of third persons by special enactment, which the third persons have a right to resort to and hold, and that it is untouched by any other claims, as between the principal parties, I reserve to the official liquidator the power of enforcing that particular statutory liability, if the circumstances shall ever arise which will enable him to resort to that secondary right. Those circumstances may probably be found to be the insufficiency of the assets of the People's Provident to answer all the claims that might be enforced by virtue of the registered memorial in chancery against Mr. Doman. I hope I have made myself clear to you, and, if so, I think there will be no difficulty in dealing with the case hereafter.

The same order will be made in *Thomson's Executor's case*, and the costs of both cases will be paid by the estate of the People's Provident Society.

Solicitors, *Mercer & Mercer*; *Wood, Street & Hayter*; *J. D. Bolton*.

#### ADMIRALTY COURT.

(Before Sir R. J. PHILLIMORE.)

July 31.—The "*City of Brussels*."

*Taxation of costs—Unqualified persons acting as proctors.*

This was a motion to review the taxation of costs in a suit brought against Messrs. Inman, of Liverpool, for services rendered to the *City of Brussels*. The arguments on this motion are important, as affecting the conduct of legal business and the rights of the solicitors and proctors. In order that the matter may be understood, it is necessary, by way of introduction, to state that recently an action was brought by some eighty-one members of the crew of the *City of Paris*, owned by Messrs. Inman, against the *City of Brussels*, belonging to the same firm, for salvage services. The initiatory proceedings were taken by Mr.

George Bell Cowl, a notary, practising at 35, South John-street, Liverpool, who was not an attorney or solicitor, and were carried through the High Court of Admiralty by Mr. Coote, a duly qualified proctor. The plaintiffs (the members of the crew of the *City of Paris*) obtained a judgment in their favour for £600, and bills of costs were afterwards sent in to the registrar for taxation. The bills were made out in Mr. Coote's name, but were divided, the outport or Liverpool charges being separate and distinct from the London charges. To these latter charges objections were now taken, on the ground that although they were made in the name of Mr. Coote they were really charges of Mr. Cowl, who was unqualified to act as a proctor, and that they would go directly into his pocket. It would appear that some proctors are in the habit of receiving instructions from unqualified persons at the outports, and of bringing in on taxation the charges of such persons for the work done by them in the country. The registrars of the Court of Admiralty allow these charges, on the ground that the proctor is the only person recognised in the suit; that the unqualified person at the outport may be considered as his clerk or servant; and that if they did not allow such charges the proctor would be entitled to proceed to the outport himself to get up the evidence, which would increase the costs. During the hearing of the suit against the *City of Brussels* Mr. Cowl was in court, and instructed Mr. Coote. When the plaintiffs' costs were sent in for taxation they were made out in the usual form. It was not shown by the accounts that Mr. Cowl was in any sense clerk to Mr. Coote, or that he was even the agent of that person. Mr. Cowl charged for instructing Mr. Coote; Mr. Coote, in his bill sent to the Registry, charged for perusing documents prepared by Mr. Cowl. The charges were such as were made by a country solicitor in an Admiralty suit, and included instructions for, and drawing affidavits, observations and briefs for counsel, attending the plaintiffs, and other matters. In order that our readers may know the exact nature of the outport charges, it will be well to give a few items from the bill of costs which were alluded to during the arguments. They are as follows:—"Attending plaintiff Brayton, taking instructions from him to include many others, and going through statement of services with him, 6s. 8d.; writing Proctor, with affidavits thereon, and postage, 4s.; perusing letter from Proctor as to production of witnesses for examination, and writing him thereon, 3s. 7d.; perusing letter from plaintiff Hill, and writing him in reply, 3s. 7d.; perusing part of defendant's proofs received to-day, and considering same as to production of witnesses for cross-examination, 13s. 4d.; letter to Proctor thereon, very long, 6s. 8d.; agency, £10 10s."

*Mitcheard*, Q.C., appeared in support of, and *E. C. Clarkson* to oppose, the motion.

*Mitcheard*, in moving the Court to review the taxation of costs, said there was no intention to say one word personally about Mr. Coote, a gentleman who was well known and respected, but to object to the outport charges in this case, and to attack what was considered an objectionable system. Cowl, who was not a qualified attorney, had "touted" for business, and had induced the crew of the *City of Paris* to bring their action. An affidavit of Wm. Kirkland, one of the plaintiffs, was to this effect:—"When the crew of the *City of Paris* were being paid off at the Sailors' Home, after the voyage on which the services were rendered, I saw Mr. Cowl, of South John-street, Liverpool. He was then going amongst the men, and I was told he was trying to get signatures to a paper about claiming salvage against the *City of Brussels*. I did not then speak to him. The day after the paying off I saw Mr. Cowl on board the ship, and he spoke to me. He said he wanted as many hands as possible to join in the salvage claim, and it would be better for him and for the men if many joined. The *City of Paris* went to sea again five days after she had arrived. The crew were nearly all kept on on port wages, and, with the exception of a very few men, went to sea in her again on Thursday, the 13th March. She called the next day at Queens-town, and there the quartermaster (Redhead), who took a leading part in the case, received a paper from Mr. Cowl, which he showed us. The paper gave authority to Mr. Cowl to act for all who signed it in regard to the salvage claim, and to do as he thought proper about it. A great

many of us signed it. I called at Mr. Cowl's office when we next returned from sea, which was about four weeks after we sailed from Liverpool. This was before the case was tried. One of the plaintiffs who was with me asked him what he was going to charge for his trouble, and he replied—'Oh, the company will pay all my expenses.' We made other passages in the *City of Paris*, and on the last homeward passage arrived at Queenstown on Tuesday, the 18th inst. There the quartermaster (Redhead) received a letter from Mr. Cowl. The letter said that £600 and costs were awarded, and asked what the men would give him for his trouble. I never heard of Mr. Coote, the proctor, and did not know that anyone but Mr. Cowl was acting for me and the other plaintiffs. Mr. Cowl has since offered one month's pay to each of us, but that amount comes to much less than £600 altogether; and many of the plaintiffs have declined to accept it, but about forty have accepted about a month's pay from him. A month's pay for all the plaintiffs comes to £364." In answer to this affidavit, an affidavit of Mr. Cowl's had been filed, in which he said:—"With reference to the seventh paragraph of deponent, Kirtland, it is not true that I have offered one month's pay to each of the plaintiffs, and that many of them have declined to accept it, but, on the contrary, most of the plaintiffs have received their shares of the salvage with the greatest satisfaction, and the way in which the men have remunerated me in the matter is according to their own expressed wish and proposal, in consideration of the manner and circumstances under which the suit was carried on." This plainly showed, he urged, that Cowl was acting independently as an attorney or solicitor, and not *pro hac vice* as the clerk of Coote. The Stamp Act, 33 & 34 Vict. c. 97, provided that any person who acted directly, or indirectly, or who practiced in any character as a solicitor or proctor contrary to the terms of the Act without having a certificate, should forfeit £50, and should be deemed incapable of maintaining any action. It was clear that Cowl had so acted; and although there was no intention in this case of pressing for a penalty, those by whom he (Mr. Milward) was instructed considered this practice, which had been brought so prominently under notice, should be put down. The affidavit of Mr. John Edward Gray Hill set out that George Bell Cowl, according to deponent's belief, in the first instance acted by himself, and not through Mr. Coote, the proctor who appeared in the cause for the plaintiffs; that Cowl obtained instructions from the plaintiffs to institute an action for them in the suit, and acted generally as a country attorney or solicitor; and, further, that he was the principal of Mr. Coote, and not his agent. Not only the bill of costs, but the whole of the facts, were conclusive that Cowl was acting independently, and not as an agent of Mr. Coote.

Clarkson then addressed the Court in opposition to the motion. He said that the first question they had to consider was what injury had been suffered by the parties interested in this question. His learned friend was appearing there that day on behalf of his clients, the defendants in the first suit, and the question was, what harm had they suffered?

The learned JUDGE remarked that though no harm might have been done, they had yet to consider the legality of the proceedings.

Clarkson again reminded his lordship that the defendant in the suit had suffered no injury.

The JUDGE.—But if he brings before the Court a case of irregular practice, the question is an important one, and I am bound to take notice of it.

Clarkson asked his lordship to consider how this practice had grown up. His lordship would remember when they had no proctors out of London, and that was the origin of the practice which had given rise to this action.

The JUDGE.—No doubt.

Clarkson said he would endeavour to show his lordship how the practice had grown up. Gentlemen who had served seven years in Doctors' Commons, and were admitted as proctors, were allowed the rights; but those who had not passed in this way could do nothing in the Admiralty Court, and therefore it did not make the slightest difference whether the person who was employed was an attorney or not. An attorney, in fact, stood in no better position than anyone else.

The JUDGE.—They were all Gentiles.

Clarkson.—Exactly so. He then desired his lordship to consider what had been done in this case. There were certain costs which had occurred in the suit between party

and party, and the person to whom these costs had been allowed was the proctor. Now he asked his lordship what difference it could make whether this work—in respect of which the particular items had been allowed—had been prepared by the clerk to the proctor by whom it had been sent down to the outport, or whether it had been prepared by somebody else at the outport on behalf of the proctor.

The JUDGE.—The only difference is that in one case you do not fall under the head of the statute, and in the other you do.

Clarkson asked whether there was any real advantage in compelling a proctor or attorney to have the whole work done in his office by somebody who was in his employment.

The JUDGE.—I may perhaps be speaking somewhat rashly, but I should say no. The question seems to be whether he was acting as an agent *pro hac vice*. I do not suppose that Mr. Milward would contend that he might not have any number, providing they were his agents, and did not do what was substantially the duty of a proctor. It might be true enough that the complaining party in this action was not injured at all, and yet it might be that the charges he objects to might besuch that the Court necessarily must take cognisance of them. It might be that the taxation might be right and fair.

Clarkson remarked that as regarded foreign business, nine-tenths were put, not into the hands of the attorneys and proctors, but into the hands of their agents. In this case, Mr. Cowl had done exactly what he had been saying—he had placed the business in Mr. Coote's hands, and before this was done it would be remembered that nothing had been allowed.

The JUDGE said, as he now understood it, there was no dispute that there had been no charges allowed for business done before the matter came into the proctor's hands. Of course the Court could not allow the costs of what was illegal.

Clarkson.—Supposing Mr. Cowl, having put business into Mr. Coote's hands, Mr. Coote employs somebody not being an attorney or solicitor to do what he cannot himself do?

The JUDGE.—But he draws out briefs.

Clarkson.—They are drawn out by the proctor. Mr. Coote is the person responsible for them; and whether they are drawn out by Mr. Coote's clerk in the office in London, or by somebody in Liverpool on his behalf, makes no difference whatever. I say that Mr. Cowl is the clerk to Mr. Coote *pro hac vice*.

The JUDGE.—If certain items in the bill are breaches of the law, can the Court allow the charges for these breaches of the law, though, it may be, no injury can be done?

Clarkson said the whole question seemed to him to be whether Mr. Coote was not right in employing a clerk *pro hac vice*.

The JUDGE.—No; it is whether the clerk, employed *pro hac vice*, has a right to act as his solicitor.

Clarkson said that every clerk had to act as a solicitor. Every clerk in a solicitor's office had at some time to act as a solicitor. Mr. Cowl had a perfect right to act as what was called a salvage agent, as anyone else had a right to act in the way of agent. In this case, the Registrar had disallowed every charge until the suit was brought.

Milward said his contention was that Mr. Cowl acted not as a clerk *pro hac vice*.

The JUDGE.—You say, in fact, that the proceedings disclose that he was not acting as a clerk.

Milward contended, in reply, that Mr. Cowl had really been acting as the attorney, and not Mr. Coote. He urged that the Court should not allow this gentleman to go touting about to get up jobs, and it was the duty of Messrs. Inman, to whom the question of money was of no importance, to bring before the Court a case of this kind when it came before their notice. The men who had been engaged in bringing the action against the ship-owners had been offered fair pay, and more than they got in the action. Mr. Coote had brought the claim on their behalf, but he had not heard of it until nine days after it had been in the hands of Mr. Cowl. Mr. Cowl had in his possession written documents from the hands of the clients, and these he had declined to produce. It would be easy if Mr. Cowl had been employed as a clerk or agent *pro hac vice* to prove it by the correspondence, and this had not been done.

His LORDSHIP reserved his judgment.

August 2.—Judgment was delivered.—In this case objections have been taken to certain items allowed by the

registrar in the bill of costs brought in by the proctor of the plaintiffs. The principle upon which the objections are founded, is that a person who is not a proctor or solicitor, employed in a case of salvage, as agent by the proctor at an outport, has been allowed remuneration for doing work which the law does not permit to be done except by a proctor or a solicitor. Two bills were delivered in by the proctor in this case, one headed "plaintiffs' bill," the other "outport charges;" but the person who is responsible, and who seeks for payment, is the proctor. It is easy to see how the custom of presenting two bills arose under the old practice of the court. In my recollection, all causes were conducted by affidavits, and evidence *visa voce* was never taken. It was then just as lawful to employ an unprofessional agent as a solicitor. Moreover, from the nature of these salvage suits, it was necessary to collect evidence from sailors in different outports, and an agent was almost necessarily employed for that purpose. The expenses incident to his employment were allowed on taxation, and gradually, for the sake of supposed convenience, his charges formed the subject of a separate bill, though the agent himself had no personal standing before the registrar of the court, and could obtain payment from the proctor only. This practice however, of separate bills is upon various grounds now objectionable, and must be discontinued for the future. The substantial question before me, is whether the proctor is to be allowed to charge in the outport charges bills for certain acts done by his agent. The charges amounted to £87 8s. 9d.; £39 2s. 4d. were allowed on taxation. No charge was allowed for acts done by the agent before the proctor appeared before the Court as conducting the case. But certain acts since he so appeared have been done by the agent for which the proctor claims to be paid that he may pay his agent for them. These acts, it is alleged, are such as the general policy of the law and several statutes enforcing that policy forbid.

I am of opinion, that there are in this case certain charges allowed, which, on the face of them, do violate this policy. At the same time, I wish it to be understood that I do not pronounce the employment of agents at outports in these cases unlawful, or that they may not act as clerks *pro hac vice* of the proctor, and be remunerated on that ground. An illustration of what I mean is afforded by the case of the *Karla*, 13 W. R. 295, B. & L. 367, in which the expenses of an agent employed to see the foreign witnesses and interpret what they said was allowed by the Court. But the items which I am about to disallow challenge attention as claiming remuneration for acts done not as agent, but substantially, so to speak, as proctor or solicitor. The general charge for agency, ten guineas, I think quite proper. The items which I disallow are on the fourth page. Instructions for brief for examination or defendants' witnesses, that seems to have been disallowed; then there follows, drawing same, forty-five folios, £2 2s.; two fair copies for counsel, £2 2s.; two fair copies captain's depositions to accompany, 5s. On the sixth page there is 6s. 8d. allowed for instructions for affidavit for plaintiff, and drawing the same, 5s.; and engrossing, 2s. 6d.; and a little lower down also, drawing instructions and for engrossing; and so again, a little lower down, I have marked with pencil one 5s. and 1s. 6d.; and on the next page there is drawing instructions for affidavits to be made, 6s. 8d.; drawing same, 5s.; engrossing 2s. 6d.; and then there are the only considerable reductions in the case in the last page. Drawing brief, 256 folios, £12 16s.; allowed £7 10s. That I strike out. Two fair copies for counsel, £8 12s.; £5 allowed. You will see marked with pencil those which I have struck out.

The Registrar.—All the charges connected with the brief and affidavits?

Sir R. PHILLIMORE.—Yes.

Milward.—Your Lordship has stated some affidavits and not others. I don't know whether you mean to make any distinction.

Sir R. PHILLIMORE.—With regard to the costs—I shall not give costs in this case. The practice, I must say, has been uncertain, but has rather appeared to warrant this charge, and I have no doubt that what Mr. Milward said to me was correct, that his client was only desirous to see that the law was enforced?

Milward.—I would not for a moment press for costs. Your Lordship has not adverted to what has struck my clients and the profession at large.

Sir R. PHILLIMORE.—I can't give any more judgment now.

Milward.—I am going to ask your Lordship, if necessary, for leave to appeal.

Sir R. PHILLIMORE.—Certainly.

Milward.—It is more upon principle than otherwise.

Sir R. PHILLIMORE.—Certainly, I will give you leave to appeal. I don't think you want any permission, but if you want permission, you shall have it.—*Liverpool Daily Post*.

## COUNTY COURTS.

BLOOMSBURY.

(Before Mr. RUSSELL, Judge.)

Aug. 1.—*Bigot v. Chatelin*.

*Contributory negligence—Special verdict—Entering a nonsuit after verdict for the plaintiff—Leave to move in the Superior Court.*

This was an action to recover damages for the negligence of the defendant in the management of a rolling machine, used in bookbinding. There was also a count under the Factory Acts.

Pursuant to an order for removal from the Superior Court, the action was tried in the County Court on the 25th July, and resulted in a verdict for the plaintiff. The evidence was that the plaintiff (an infant) was injured by the machine while playing with a fellow apprentice, and it appeared that he had subsequently admitted that there was no blame attaching to the defendant.

It was contended at the trial that, although there might have been negligence in the plaintiff, yet the Factory Acts required the machine to be fenced, and as this had not been done, the defendant was liable.

The learned judge left to the jury questions, which so far as is material, were as follows:—

1. Was there any want of due and proper care on the part of the defendant in using the machine at all as it was?

2. If not, was there with a boy or inexperienced lad only?

4. Did the defendant use all reasonable and proper precautions in order to prevent accidents or injury from happening to the plaintiff, in the performance of his duties as an apprentice?

5. Was the machine securely or properly fenced?

6. Was the accident occasioned by any want of reasonable care of the boy himself, and did he materially contribute to it by his own rashness or carelessness?

The jury answered the first two questions in the affirmative, the 4th and 5th in the negative, and the 6th in the affirmative. The jury, however, added, "We find for the plaintiff damages £80." It will thus be seen the jury found that the plaintiff's negligence contributed to the accident, while at the same time they gave him a verdict.

*Lewis Glyn* accordingly moved to enter a nonsuit, or judgment for the defendant, upon the finding of the jury. He contended, that inasmuch as the learned judge had left special questions to the jury, which they had answered, it was for the judge to give legal effect to those answers, and if that contention was correct, the plaintiff must be nonsuited. He cited *Fennell v. Garner*, 1 C. & M. 21; *Smith v. Dobson*, 3 M. & G. 59; *Tuff v. Warman*, 5 W. R. 635, 2 C. B. N. S. 740, on app. 6 W. R. 693. The plaintiff being an infant does not affect the doctrine of contributory negligence: *Mangan v. Atterton*, L. R. 1 Ex. 239, 14 W. R. 771; and as to the second count, the finding of the jury would also apply to that. For although the statute had directed certain fencing to be applied to machinery, yet if a plaintiff (and it was so found here) caused the accident by his own carelessness or improper behaviour, the defendant would be entitled to a verdict.

*Laxton, contra*, contended that the jury in answering the 6th question had not said that the plaintiff had been so negligent that the defendant's obligation under the Factory Act was abrogated, and admitting negligence in a person of full age would be a defence, yet with an infant contributory negligence was no defence under the 2nd count, as the statute was passed in order to protect negligent persons engaged with machinery. He also contended that the finding of the jury was binding.

His Honour, in delivering judgment, said:—I have carefully considered this motion and have come to the conclusion that the plaintiff should be nonsuited. The declaration has two counts, one framed at common law, and one under the statute, but I think the finding of the jury that there



was contributory negligence in the defendant, is a defence to both of these counts. The jury found an astonishing verdict, but it is my duty to give effect to it, and there can be no doubt that the defendant is entitled to a verdict upon the special facts found by the jury. Had I not come to this conclusion, I should have given the defendant permission to move in the Superior Courts, as contributory negligence to an injury caused in a factory within the Factory Acts, is a question of some nicety. Of course it is open to the plaintiff to move for a new trial.

*Nonsuit accordingly.*

Attorney for the plaintiff, Thomas.

Attorney for the defendant, E. Dillon Lewis.

[As to fencing under the Factory Acts, see *Britton v. Great Western Cotton Company*, L. R. 7 Ex. 130, 20 W. R. 525.—Ed. S. J.]

## GENERAL CORRESPONDENCE

### THE INCORPORATED LAW SOCIETY.

Sir,—In your last week's report of the annual general meeting of this society, held on the 29th July last, you mention the fact that I had the misfortune to differ from the president of the Council on so simple a matter as "motions and amendments."

I should be glad if your readers would consider the point, which is this.

At a special meeting of the members of that society the Council proposed the adoption of a certain bye-law.

An amendment was moved altering the terms of the proposed bye-law.

The amendment was carried.

Whereupon the bye-law as amended was, at an adjourned meeting, put as a substantive resolution, and lost.

And then the president of the Council of the society rules that the bye-law as originally proposed is still in existence as an original resolution, and may be made the subject of further amendments, or may be withdrawn.

I contended that the original bye-law merged into the amended bye-law, and that the amended bye-law when put as a substantive motion having been lost the original proposition was also gone, and that there remained nothing to amend or to withdraw.

The president however ruled against me, and the minutes of the society contain the contradictory statements that the motion as amended was lost, and that the original motion was withdrawn.

My views on this subject are fully borne out in the "Handy Book on Public Meetings," by James Walter Smith, and in the "Chairman and Speakers' Guide," by Thomas Smith, and by the unswerving practice of the House of Commons.

I should have thought this subject clear enough to non-professional persons, but that the heads of the legal profession should ignore the A B C of the law of meetings is deplorable.

The course the president of the Council has pursued could only be paralleled by a man who should file a bill in chancery, which bill should be amended, the suit brought to a hearing, the decree made, and if not satisfactory to the plaintiff he should say "Ah, well, this is only the decision on the amended bill, now I must push on the suit on the original bill." Surely there is not a member of the Incorporated Law Society who would not in such a case say, "You can do nothing of the kind. The amended bill is the original bill as amended. Your original bill is merged in, absorbed by, the amended bill and there is no other bill on which you can proceed."

And that is what I say on "motions and amendments." But the president of the Council decided against me, and the meeting bowed to his "*Sic volo sic jubeo; stat pro ratione voluntas.*"

Another point on which I differed from the president was the eligibility of the retiring members of the Council for re-election. Perhaps you will permit me briefly to state the grounds on which I contended they were not eligible.

The charter, section 8, declares that "there shall be a Council of the society to be elected from among such of the members of the said society as shall be attorneys, solicitors, or proctors practising in England, and a president and a vice-president of the society to be elected from the Council."

"Bye-law 27 provides that "on the day on which the annual general meeting shall be held in each year the ten

members of the Council who shall have been longest in office shall go out of office."

And by bye-law 13 it is provided that "at every annual general meeting an election of the president and vice-president and ten members of the Council, and of three auditors in the room of those who go out of office, shall take place. The president and the members of the Council and auditors going out of office on the day of the annual meeting shall be considered as in office, not only until the meeting shall break up or adjourn, but until others shall be respectively elected in their place."

The proposed bye-law No. 30 which it was intended to insert in the new bye-laws and which ran "the president, vice-president, and members of the Council going out of office on the day of the annual general meeting shall be immediately eligible for re-election," has been rejected.

How, then, can the retiring members of the Council, while members of the Council, be eligible for re-election? Without a positive law to that effect can you elect them to an office which they already hold and which they are to continue to hold until others are elected in their places? Besides, the members of the Council are to be elected from the members of the society, and this objection is not met by the president's reply that the members of the Council were still members of the society, for if these terms are merely synonymous, then the president and vice-president might be elected from the general body of the members although the bye-laws say they are to be elected from the members of the Council.

A member of the Council is something more than a member of the society, and while member of the Council is not eligible for nomination to an office for which a member of the society is to be chosen.

If choosing the same man be choosing another in his place, then I admit I am wrong, but for the president to acknowledge that the Council can be mistaken appears like many other things, to be *ultra vires*.

J. R. MACARTHUR.

30, John-Street, Bedford-Row,  
5th August, 1873.

We have been requested to publish the following letter:—

5, Bank-buildings, London, E.C.,  
8th August, 1873.

Dear Mr. Janson,—I have just received a circular letter, signed by you as president of the Incorporated Law Society, in which you state that a list of candidates for the vacancies in the Council has been extensively circulated in a form calculated to lead the members of the society to suppose that it emanated from the governing body, and you take this method of informing the members that the circular in question has been issued without their knowledge. If you refer to a list which I have circulated, I can only say I cannot understand how it could possibly mislead, and the more especially as I am informed the members of the Council have themselves circulated a list, the adoption of which they state will be "gratifying to the Council."

Was it not understood that the Council were not to take any course which would interfere with the freedom of election, and is it consistent that you should now, in your character of president, put forward a list of gentlemen whom the Council would prefer to see "at their table"?

My only object was the selection of a body of gentlemen who would best represent the interests of the profession, and with all possible respect for some of the outgoing members of the Council, it did appear to me undesirable to re-elect the whole. In my opinion the new blood was wanted.—Believe me, dear Mr. Janson, yours sincerely,

HENRY R. FRESHFIELD.

F. Janson, Esq., President of the Incorporated Law Society.

Having regard to the circulation of your letter, I shall probably use this in like manner.

[The following is the circular alluded to in the above letter:—

Incorporated Law Society, Chancery Lane,  
6th August, 1873.

Dear Sir,—A list of candidates recommended for election having been extensively circulated in a form calculated to lead the members of the society to suppose that it emanated from the governing body, the Council take this method of informing the members of the Society that the

Circular in question has been issued without their knowledge.

The Council were anxious to adhere to the determination they had formed to abstain from any course which might seem to influence the election, but as it appears that the general body are in danger of being misled as to their wishes, they beg to add that the following are the gentlemen whom they would prefer to see at the Council table.

Nine Members of Council who go out by rotation and are re-eligible.

Mr. Alfred Bell, 49, Lincoln's-inn-fields.

Mr. Francis Thomas Bircham, 46, Parliament-street.

Mr. John Henry Bolton, 1, New-square, Lincoln's-inn.

Mr. William Strickland Cookson, 6, New-square, Lincoln's inn.

Mr. Frederick George Davidson, 35, Spring-gardens.

Mr. Edward Field, Norwich.

Mr. William Ford, 4, South-square, Gray's-inn.

Mr. Bartle John Lauri Frere, 28, Lincoln's-inn-fields.

Mr. George Burrow Gregory, M.P., 1, Bedford-row.

#### Six Town Members.

Mr. Richard Boyer, 14, Old Jewry-chambers.

Mr. Ebenezer John Bristow, 1, Cophthall-buildings.

Mr. Benjamin Greene Lake, 10, New-square, Lincoln's-inn.

Mr. Henry Markby, 57, Coleman-street.

Mr. Henry Watson Parker, St. Michael's-alley, Cornhill.

Mr. Henry Roscoe, 36, Lincoln's-inn-fields.

#### Eight Country Members.

Mr. Robert Richardson Dees, Newcastle-on-Tyne.

Mr. Charles John Follett, Exeter.

Mr. Clement Francis, Cambridge.

Mr. Frederick Shepard Hull, Liverpool.

Mr. Charles William Laurence, Cirencester.

Mr. Thomas Marshall, Leeds.

Mr. William Edwood Shirley, Doncaster.

Mr. Matthew Bateson Wood, Manchester.

In framing this list the Council has acted on its firm conviction that the retiring members of the Council should on this occasion at least, when there will in any event be so many new members, be elected, a conviction which they believe to be shared by a large majority of the members of the society.

The Council in suggesting new members has had regard to the wish, strongly expressed by the general body, to preserve the proportions of three-fourth London members, and one-fourth country members, and so to constitute the future governing body that all classes of business, and all parts of the country, be represented.—I am, dear Sir, yours faithfully,

FREDK. H. JANSON, President.

We have been requested by Mr. Tagart to insert the following letter:—

38, Bedford-row, London, W.C.,  
8th August, 1873.

Dear Sir,—Simultaneously with the voting-paper for election of new members of the Council of the Incorporated Law Society which reached me yesterday afternoon, I have received a circular signed by you as chairman advising me as to the way in which I shall exercise my vote.

I beg leave to enter my protest against this proceeding on the part of the present Council, including, I presume, those members who retire by rotation, and are proposed for re-election.

A movement was lately made on the part of independent members to procure a more unfettered choice of Council than the previous practice of putting forward a house list afforded. Some of the gentlemen who supported that movement proposed that a certain proportion of the retiring Council should be ineligible for re-election for a fixed period. Others, of whom I was one, thought that would be an unnecessary restriction of our choice, and the scheme which is now in force for the election of councillors was resolved upon and adopted.

The circular which you have sent me admits that the Council had pledged themselves not to take any step, as a body, to influence the new election, but because some independent members have, with questionable taste, made a general canvass in favour of particular gentlemen, the

Council have broken their pledge on the excuse which seems to me wholly insufficient—namely, that the general body are in danger of being misled as to your wishes with regard to the gentlemen whom you would prefer for colleagues.

Having myself ventured to nominate a gentleman for the office of councillor, I feel aggrieved that the Council should use their corporate influence to exclude my nominee, and I am assured by several of my friends who are in the same position that they sympathise with that feeling.

In filling up the voting-paper I propose to exercise my individual judgment without bias either from the circular of the Council or any other quarter source.—I am, dear Sir, your most respectfully,

CHAS. F. TAGART.

To F. H. Janson, Esq., President of  
the Incorporated Law Society.

Sir,—It is evident from the course taken by the Council of the Incorporated Law Society in issuing "a house list," from which they have excluded the names of all those who take an active part in promoting the objects of the Legal Education Association, that they are unmindful of the representative character of the office they hold, and of their duty to give effect to the opinion expressed by nearly 7,000 members of the profession in favour of the legal education movement.

Others will doubtless comment on the course taken by some of the Council in attempting, by issuing "a house list," to influence the election.

It is to be hoped that members of the Incorporated Law Society will vindicate the freedom of election by voting for Messrs. Arnold, Broomhead, Gedge, Holme, Jevons, Longbourne, Radcliffe, and Saunders, all of whom are active members of the Legal Education Association.

A MEMBER OF THE EXECUTIVE COMMITTEE  
OF THE ASSOCIATION.

London, August 8.

## PARLIAMENT AND LEGISLATION.

### HOUSE OF LORDS.

August 1.—The *Elementary Education Act* (1870) Amendment Act was read a third time and passed.

*Endowed Schools Act* (1869) Amendment Bill.—In committee on this Bill, a clause limiting the powers of the commissioners with regard to opposed schemes to the 15th of June, 1874, and as to unopposed schemes to the 31st of December, 1874, was agreed to.

The *Merchant Shipping Acts Amendment Bill* and the *Defence Acts Amendment Bill* passed through committee.

*Conspiracy Law Amendment Bill*.—On the motion to go into committee on this Bill, Lord Cairns said the measure which when introduced into the other House was limited to a provision that persons indicted for conspiracy under the Master and Workman Act should not be liable to a heavier punishment than that allotted to the offence when committed by an individual, had been so extended as to remodel the whole Law of Conspiracy. The Bill left untouched the Law of Conspiracy as to offences indictable by statute, but it singled out seven offences indictable by Common Law, and made conspiracy to commit any others no longer a subject of indictment. The seven *delicta majora* were specified in the schedule, and their gravity could be judged of, but it would be dangerous to exclude all other Common Law offences from the operation of the Law of Conspiracy. Breach of contract was not punishable criminally, except under the Master and Workman Act—an exception, he presumed, adopted after full consideration. He had a strong feeling against such legislation being carried further, and he thought the punishment provided by the Act for an offence committed by an individual was sufficient. There ought not to be a heavier punishment for the offence of conspiracy under that Act. If the Government were willing to limit the Bill to such a provision he should have no objection to it, but if the whole Law of Conspiracy were to be dealt with it had better stand over till next session.—The Earl of Kimberley gladly accepted the noble and learned lord's admission that the exceptional punishment criminally of breach of contract under the Master and Workman Act ought not to

be greater in cases of combination than that assigned to individual acts, and, while regretting the limitation of the Bill to this provision, he preferred this to the loss of the measure altogether. After some remarks by the Lord Chancellor, the House went into committee on the Bill, which was amended in the way suggested by Lord Cairns.

The Commons' amendments in the *Local Government Provisional Orders* (No. 6) Bill and the *Statute Law Revision Bill* were considered and agreed to.

*Conveyancing (Scotland) Bill*.—Lord Colonsay's motion, to defer for three months the consideration of the Commons' amendments to the Lords' amendments in this Bill, was carried by 43 to 25.

The *Public Health Act* (1872) Amendment Bill and the *Constabulary Forces Ireland Bill* were each read the second time.

*Expiring Laws Continuance Bill*.—The Earl of Morley moved the second reading of this Bill. The Earl of Carnarvon complained of the practice which had grown up of passing this Bill hurriedly through Parliament at the very close of the session, when there was no opportunity of giving it adequate consideration. Many Acts of the very gravest importance were embraced in the Bill. These Acts, when first introduced, were designed to be merely temporary, but they really became permanent by being annually renewed through the medium of this Bill. The Lord Chancellor assured the noble lord that the great majority of the Acts contained in the Bill were of such a nature that they could not be dropped without the greatest inconvenience. All that Parliament wished to declare in passing this Bill year by year was that there were a number of Acts of a temporary character, the wisdom of whose continuance it was advisable from time to time to consider. The Marquis of Salisbury thought the Bill under discussion was merely a means to enable Parliament and Ministers to cheat themselves by smuggling Acts through quietly, against which there was very considerable objection. Thus Acts which were merely allowed to pass on condition that they were only to be in operation for a year were continued and recontinued until they became part of the permanent statutes of the land. After some remarks by other noble lords the Bill was read a second time.

The *Railway Regulations Bill*, the *Royal Naval Artillery Volunteer Force Bill*, and the *Sanitary Act* (1866) Amendment (Ireland) Bill were read a second time.

August 2.—The *Penalties (Ireland) Bill*, *Defence Acts Amendment Bill*, the *Endowed Schools Act* (1869) Amendment Bill, *Merchant Shipping Acts Amendment Bill*, the *Conspiracy Law Amendment Bill* and the *Public Health Act* (1872) Amendment Bill were read a third time and passed.

The Commons' amendments to the *Slave Trade (Consolidation) Bill* were agreed to.

The following Bills were read a third time and passed:—*Constabulary Force (Ireland)*, *Expiring Laws Continuance*, *Railway Regulations*, *Royal Naval Artillery Volunteer Force*, and *Sanitary Act* (1866) Amendment (Ireland).

The *Telegraphs Bill* and the *Militia Pay Acts Amendment Bill* were read a second time.

The *Duke of Edinburgh's Annuity Bill* and the *Consolidated Fund (Appropriation) Bill* were brought up from the Commons and read a first time.

The Commons' amendments to the *Elementary Education Bill* were agreed to.

August 4.—The *Duke of Edinburgh's Annuity Bill* was read a second time and passed through its remaining stages.

*Consolidated Fund (Appropriation) Bill*.—This Bill was read a second time, and passed through its remaining stages.

*County Courts*.—The Lord Chancellor moved for a return of the sittings held by County Court Judges during the six months ending June 30.

Aug. 5.—*Royal Commission*.—The Royal assent was given to the following Bills:—*Duke of Edinburgh's Annuity*, *Consolidated Fund (Appropriation)*, *Slave Trade (Consolidation)*, *Slave Trade (East African Courts)*, *Law Agents (Scotland)*, *Crown Private Estates*, *Public Schools (Eton College Property)*, *Extradition Act* (1870) Amendment, *Ecclesiastical Commissioners*, *Court of Queen's Bench (Ireland)* (Grand Juries), *Agricultural Children*, *Supreme Court of Judicature*, *Militia (Service &c.)*, *Petitions of Right*

(Ireland), *Revising Barristers*, *Salmon Fishery*, *Statute Law Revision*, *Defence Acts Amendment*, *Public Health Act* (1872) Amendment, *Expiring Laws Continuance*, *Elementary Education Act* (1870) Amendment, &c., *Endowed Schools Act* (1869) Amendment, *Penalties (Ireland)*, *Merchant Shipping Acts Amendment*, *Railway Regulations*, *Constabulary Force (Ireland)*, *Royal Naval Artillery Volunteers*, *Sanitary Act* (1866) Amendment (Ireland), *Telegraphs*, *Militia Pay Acts Amendment*, *Turnpike Acts Continuance*, &c., *Gas and Waterworks Facilities Act* (1870) Amendment, *Elementary Education Provisional Order Confirmation* (No. 1), *Local Government Provisional Orders* (No. 6), *Metropolitan Tramways Provisional Orders*.

*Her Majesty's Speech*.—The Lord Chancellor read Her Majesty's Speech from which the following are extracts:—

"I have concluded Treaties of Extradition with Italy, Denmark, Sweden, and Brazil. The ratifications of the two last-named Treaties have not yet been exchanged, but I anticipate no difficulty in this final step; and I am engaged in negotiations for agreements of a similar character with other States both in Europe and beyond it."

"The Act for the establishment of the Supreme Court of Judicature forms a distinguished record of your persevering labour, and will be found, as I hope, to confer corresponding benefits on the country in the more cheap, certain, expeditious, and effectual administration of justice."

"The Acts for the Amendment of the Education Act, 1870, and of the Endowed Schools Act of 1869, will, as I trust, tend to accelerate the attainment of solid national advantages through the extension of education both in the middle and the most numerous classes of the community."

"The Act relating to the Regulation of Railways and Canals promises to conduce to the more harmonious working of the railway system of the country."

"I have with pleasure assented to the Act relating to Merchant Shipping, from which, and from the labours of the Commission recently appointed, I hope for a diminution of the risks to which the seafaring population are exposed."

#### HOUSE OF COMMONS.

August 1.—The *Duke of Edinburgh's Annuity Bill* and the *Consolidated Fund (Appropriation) Bill* after some discussion passed through committee without amendments.

The *Gas and Water Works Facilities Bill* was considered as amended.

The *Militia Pay Acts Amendment Bill* went through committee.

The Lords' Amendments to the *Metropolitan Tramways Provisional Orders Bill* were considered and agreed to.

August 2.—The *Duke of Edinburgh's Annuity Bill* was read a third time and passed.

*Consolidated Fund (Appropriation) Bill*.—This Bill was read a third time and passed.

August 4.—*Conspiracy Law Amendment Bill*.—On the order for the consideration of the Lords' amendments to this Bill, Mr. Vernon Harcourt moved that the Lords' amendments be considered that day three months. He did not object to the amendments so far as they tended to restore the Bill to the limited objects with which it was first introduced—viz., a Bill confined to the Law of Conspiracy as affecting trade combinations. He had always protested against the Government amendments which changed the Bill into one dealing with the whole Law of Conspiracy. The House had to consider this Bill as it had come back to them. It had been stated that it had been restored to the state in which it was originally introduced. It was the same Bill, in title and in form, but in substance it was wholly different. Let him remind the House what were the evils that the Bill proposed to remedy, and what was the mode of remedy applied. In the case of the gas-stokers there were two sets of counts in the indictment. The second, upon which the conviction was obtained, was for conspiring to break contracts under the provisions of the Master and Servant Acts; and upon this conviction the sentence of twelve months imprisonment—for an offence which under the Act was only punishable with three months' imprisonment—was passed. Under the first counts the Judge laid down the law to the effect that it was an offence at Common Law to combine to induce a man to alter his mode of conducting his business, and thereby to coerce his free will. It was plain that such a doctrine turned the whole flank of the legislation of 1871, which declared the legality of trade combinations. The



working classes of this country had demanded that Parliament should tell them what was the law by which their right—the right of labour—was regulated. The Bill, as introduced, would have met this demand. It declared that the law affecting trade combinations should be found in the will of Parliament as declared in the Statute-book, and that alone. The House of Lords had struck out of the Bill the provision which would have confined the indictments for conspiracy in the case of trade combinations to acts made punishable by statute. In failing to deal with the vague and indefinite dangers of the Common Law, the Bill in its present state afforded no remedy whatever for the substantial grievance which it was intended to redress. Moreover, under the pretence of limiting the penalty, the Bill did, in fact, affirm the offence. If they passed this Bill they gave a statutory assent to the doctrine which Parliament had never yet sanctioned, that an agreement to break a contract within the provisions of the Master and Servant Act was a criminal offence properly indictable as a conspiracy. The Solicitor-General had clearly pointed out that the 14th section of the Master and Servant Act did not constitute an offence, but only supplied an exceptional remedy for the enforcement of a contract under certain circumstances. He would also point out that the generality of the language embraced not only the acts within the 14th section, but any act within the purview of the Master and Servant Act. After some debate the motion was agreed to, and accordingly the Bill was lost.

*The Factory Acts Amendment Bill and the Municipal Elections (Cumulative Vote).*—The orders for the second reading of these Bills were discharged.

August 5.—The *Law of Evidence Bill* was withdrawn.

*Public Prosecutors Bill.*—Mr. Eykyn asked whether the Government intended to bring in a Public Prosecutors Bill next session.—Mr. Bruce said it was necessary to be cautious as to the pledges made by the Government for next session. Parliament was prorogued to the 22nd October.

## LAW STUDENTS' JOURNAL

### COUNCIL OF LEGAL EDUCATION.

*Michaelmas Educational Term, 1873.*

#### SCHEME OF LECTURES AND CLASSES.

SUBJECTS, PROFESSORS, AND TUTORS.

**Jurisprudence, including International Law, Public and Private—Roman Civil Law—and Constitutional Law and Legal History.**

Professor, and taking Private Classes, in Constitutional Law and Legal History—Sheldon Amos, Esq.

Tutor in Jurisprudence, including International Law, Public and Private—Alexander Henry, Esq.

Tutor in Roman Civil Law:—William A. Hunter Esq.

#### Equity.

Professor:—Andrew Thomson, Esq., LL.D.

Tutors—William Charles Harvey, Esq.; Henry Wm. May, Esq.

#### The Law of Real and Personal Property.

Professor, and taking Private Classes—Frederick Prideaux, Esq.

Tutor—John Bradley Dyne, Esq.

#### The Common Law.

Professor—Herbert Broom, Esq., LL.D.

Tutors—John Houston, Esq.; David Lyell, Esq., LL.D.; Maurice Powell, Esq.

Hindu and Mahomedan Law, and the Laws in force in British India.

Professor, and taking private Classes:—John Bruce Norton, Esq.

*Days and Hours appointed for the Delivery of the Public Lectures by the Professors, and for Instruction by the Tutors in Private Classes.*

N.B.—The hour being put in SMALL CAPITALS denotes the hours of the public lectures.

#### Roman Civil Law.

Professor—Mr. Amos, Wednesday, Two p.m.

Tutor—Mr. Hunter, Monday, 10.45 a.m.; Wednesday, 10.45 a.m.; first lecture 12th Nov.; Friday, 10.45 a.m., first class meets 14th Nov. Lectures delivered and classes held in the Middle Temple Hall,

Jurisprudence, including International Law, Public and Private.

Professor—Mr. Amos.

Tutor—Mr. Henry, Tuesday, 3.45 p.m.; Thursday, 3.45 p.m.; Saturday, 2 p.m., first class meets 8th Nov. Lectures delivered and classes held in the Middle Temple Hall.

#### Constitutional Law and Legal History.

Professor, and taking Private Classes—Mr. Amos, Tuesday, 10 a.m.; Thursday, 10 a.m.; Friday, Two p.m., first lecture 7th Nov.; Saturday, 9.45 a.m., first class meets 8th Nov. Lectures delivered in the Middle Temple Hall.

On Tuesdays and Thursdays Mr. Amos's Class will be held in the Benchers' Reading Room, Middle Temple. On Saturdays the class will be held in the Middle Temple Hall.

#### Equity.

Professor—Dr. Thomson, Elementary, Thursday, Two p.m.; Advanced, Thursday, THREE p.m., first lecture 6th Nov. Lectures delivered at Lincoln's Inn Hall.

Tutors—Mr. Harvey, Elementary, Monday, 3.45 p.m.; Wednesday, 3.15 p.m.; Friday, 3.15 p.m.; Advanced, Monday, 4.30 p.m.; Wednesday, 4.15 p.m.; Friday, 4.15 p.m., first class meets 7th Nov. Classes held at Lincoln's Inn Hall. Mr. May, Elementary, Tuesday, 11 a.m.; Thursday, 11 a.m.; Saturday, 11 a.m.; Advanced, Tuesday, 12 noon; Thursday, 12 noon; Saturday, 12 noon, first class meets 8th Nov. Classes held at Lincoln's Inn Hall.

#### The Law of Real and Personal Property.

Professor, and taking Private Classes—Mr. Prideaux.

Lectures—Elementary, Tuesday, Two p.m.; Advanced, THREE p.m., first lecture 11th Nov.

Classes—Elementary, Monday, 11.45 a.m.; Wednesday, 11.45 a.m.; Friday 11.45 a.m.; Advanced, Monday, 12.45 p.m.; Wednesday, 12.45 p.m., first class meets 12th Nov.; Friday, 12.45 p.m. Lectures delivered and classes held at Gray's Inn Hall.

Tutor—Mr. Dyne, Elementary, Monday, 11.45 a.m.; Wednesday, 11.45 a.m.; Friday, 11.45 a.m.; Advanced, Monday, 12.45 p.m.; Wednesday, 12.45 p.m., first class meets 12th Nov.; Friday, 12.45 p.m. Class held in the North Library at Gray's Inn Hall.

#### The Common Law.

Professor—Dr. Broom, Elementary, Monday, Two p.m.; Advanced, Monday, THREE p.m., first lecture 10th Nov. Lectures delivered in the Inner Temple Hall.

Tutors—Mr. Houston, Elementary, Monday 3.45 p.m.; Wednesday, 3.45 p.m.; Friday, 3.45 p.m.; Advanced, Monday, 4.45 p.m., first class meets 10th Nov.; Wednesday, 4.45 p.m.; Friday, 4.45 p.m. Class held in the Benchers' Reading Room, Middle Temple. Dr. Lyell, Elementary, Tuesday, 3.45 p.m.; Thursday, 3.45 p.m.; Saturday, 12.45 p.m.; Advanced, Tuesday, 4.45 p.m., first class meets 11th Nov.; Thursday, 4.45 p.m.; Saturday, 1.30 p.m.

On Tuesdays and Thursdays Dr. Lyell's class will be held in the lecture-room, Inner Temple. Entrance No. 3, King's Bench Walk. On Saturdays the class will be held in the Inner Temple Hall.

Mr. Powell, Elementary, Monday, 3.45 p.m.; Wednesday, 3.45 p.m.; Friday, 3.45 p.m.; Advanced, Monday, 4.45 p.m., first class meets 10th Nov.; Wednesday, 4.45 p.m.; Friday, 4.45 p.m. Class held in the lecture-room, Inner Temple, entrance at No. 3, King's Bench Walk.

Hindu and Mahomedan Law, and the Laws in force in British India.

Professor, and taking Private Classes—Mr. Norton, Monday, 9.45 a.m., first class meets 10th Nov.; Wednesday, 9.45 a.m.; Friday, 9.45 a.m.; Saturday, QUARTER TO ELEVEN a.m., first lecture 8th Nov. Lectures delivered in the Middle Temple Hall, class held in the Benchers' Reading Room, Middle Temple.

Note.—The first public lecture of this course will be delivered by the Professor on Equity, on Thursday, 6th November, at 2 p.m.

#### BOARD OF EXAMINERS.

In Jurisprudence, including International Law, Public

and Private, and the Roman Civil Law—Frederic Harrison, Esq.

In Constitutional Law and Legal History—Thomas Collett Sanders, Esq.

In Equity—Edward Fry, Esq., Q.C.

In Common Law—J. R. Bulwer, Esq. Q.C.; Henry Matthews, Esq. Q.C.

In Real and Personal Property—John Shapter, Esq., Q.C.

PROSPECTUS OF THE LECTURES OF THE PROFESSORS AND OF THE CLASSES OF THE TUTORS.

The Professor of Jurisprudence will deliver the following courses of lectures during the ensuing Educational Term:—

Constitutional Law and Legal History.

1. The Province of Constitutional Law.
2. The Supreme Political Authority in England.
3. The Executive Authority and the "Prerogative" of the Crown.
4. Safe-guards of the so-called "Liberty of the Subject."
5. Historical Survey of English Criminal Law.
6. Historical Survey of English Laws of Procedure.

Roman Civil Law.

1. The Primitive Roman Actions at Law.
2. The Formulary System of Pleading.
3. Enumeration and Classification of the different sorts of Actions.
4. The Interdict and its Various Kinds.
5. Procedure under the Emperors.
6. The Roman Law of Evidence.

Jurisprudence and International Law.

The Tutor in Jurisprudence and International Law, Public and Private, proposes to take the following subjects:—

Jurisprudence.

1. Law: Its Purposes and Subjects (Austin, Lectures, 40–57).
2. The Early History of Property, Contract, and Crime (Maine's Ancient Law, Chaps. 8, 9, 10).
3. Principes du Code Pénal (Bentham, par Dumont).

Public International Law.

Rights of War as to Neutrals.

Treaty of Peace (Wheaton, Part iv., Chaps. 3 and 4).

Private International Law.

Real Property, Wills, and Successions (Story's Conflict of Laws, Chaps. 10, 11, 12).

Roman Law.

The Tutor in Roman Law will continue the Subject of Property, under the following heads:—Servitudes, Mortgage, and begin the Law of Contract.

Constitutional Law and Legal History.

The Professor of Jurisprudence, in his Private Class in Constitutional Law and Legal History, will complete the subject of Constitutional Law, by investigating the state of the Law relating to Impeachment and to Treason. He will then prosecute an Inquiry into the History of the Laws relating to Land, Crime, Procedure, and Courts of Justice. He will refer more especially to Hallam's Works May's Constitutional History and Parliamentary Practice; Reeve's History of English Law; Foster's Crown Law; Stephen's General View of English Criminal Law; Broome's Constitutional Law; and the State Trials.

Equity.

The Professor of Equity proposes to deliver, during the ensuing Educational Term, Two Courses (Elementary and Advanced respectively) of Public Lectures (there being Six Lectures in each Course) on the following subjects, including the most important Statutory provisions and the principles of pleading and the practice of the Court of Chancery applicable thereto respectively.

1. The Specific Performance of Agreements (so far as that subject was not fully treated of during Trinity Term).
2. The Specific Delivery of Chattels.
3. The Doctrines of the Court of Chancery in relation to the Property of Married Woman under the following heads:—

- (1) The Wife's Separate Estate. (2) The Wife's Equity

to a Settlement; and (3) the Wife's Disability with reference to her right of survivorship in equitable interests.

The Tutors in Equity propose to take the following Subjects.

Elementary.

The Administration of the Estates of Deceased Persons; Mortgages and Equitable Charges; and the Statutory Jurisdiction of the Court of Chancery.

Advanced.

A more detailed discussion of some of the subjects treated of in the Professor's Lectures, using as Text-books:—White and Tudor's Leading Cases in Equity; Story's Equity Jurisprudence; and Fry on Specific Performance.

Law of Real and Personal Property.

The Professor of the Law of Real and Personal Property proposes to deliver, during the ensuing Educational Term, Twelve Public Lectures (there being Six Lectures in each Course) on the following Subjects:—

Elementary Course.

1. On the 8 & 9 Vict. c. 106, and the Alterations effected by this Statute in the Law and Practice of Real Property.
2. On the Provisions of the 23 & 24 Vict. c. 145 (commonly called Lord Cranworth's Act), as to Mortgages, Settlements, and Wills; and the instances in which this Statute can be safely relied on in the Preparation of Conveyancing Documents.
3. On a Testamentary Charge of Debts, and the Powers thereby conferred.

Advanced Course.

1. On the Creation and Execution of Trusts, and Powers of Sale in Settlements, Wills and Mortgages.
2. On the Transmission and Survivorship of Trusts, and Powers.
3. On the Suspension, Release, and Extinguishment of Powers.
4. On Voluntary Settlements of Real and Personal Estate.

In the Elementary Private Classes the Tutors will go through a Course of Personal Property Law, so far as it bears upon Conveyancing, taking as the Principle Text-books Mr. Joshua Williams' Principles of the Law of Personal Property, and Mr. Josiah Smith's Compendium of Real and Personal Property; and in the Advanced Private Classes they will examine and comment upon cases selected from Tudor's Leading Cases in Real Property, and White and Tudor's Leading Cases in Equity.

Common Law.

The Professor on the Common Law proposes to deliver, during the ensuing Educational Term, Two Courses of Lectures (there being Six Lectures in each Course) upon Criminal Law, as under:—

Elementary Course.

1. Introductory to the Study of Criminal Law.
2. Criminal Procedure with a View (1) to Summary Conviction, (2) to Commitment for Trial.
3. The Ingredients in some Specific Offences of Ordinary Occurrence.
4. The Proofs admissible at a Criminal Trial.

Advanced Course.

1. The Ingredients in an Indictable Act considered, (1) Generally, (2) by Reference to Various Offences involving Force, Fraud, Malice, or Negligence.
  2. The Indictment—its Structure and Component Parts.
  3. Pleas to the Indictment.
  4. The Evidence, Modes of Proof, and Grounds of defence at a Criminal Trial.
- Mr. Houston proposes to consider with his Elementary Class the nature of Public Wrongs, or Crimes and Misdemeanours, referring to Blackstone's Commentaries, and Broom's Common Law; and with his Advanced Class, the Law of Evidence in Criminal Cases, and Criminal Procedure, referring to Roscoe's Criminal Evidence, and Archbold's Criminal Pleading.

Dr. Lyell will discuss the following subjects with his Classes:—

Elementary Class.—The Law of Torts (continued).

Advanced Class:—

1. The Contract of Sale.
2. Negotiable Instruments.
3. The General Principles of the Law of Evidence.

Mr. M. Powell will consider the following Subjects:—  
Elementary Class.—Law of Contracts.  
Advanced Class.—Mercantile Law, including Negotiable Instruments and Bankruptcy.

The Professor of Hindu and Mahomedan Law, and the Laws in force in British India, proposes to deliver, in the ensuing Educational Term, a Course of Six Public Lectures on the following Subjects, viz.:—

#### Hindu Law.

1. Alienation, by Gift; by Will.
2. Succession and Inheritance (a) in Undivided Families.
3. (b) in Divided Families.
4. Mahomedan Law.
5. Mahomedan Law (continued).
6. Civil and Criminal Procedure Codes.

In the Private Class the Tutor will continue to discuss the Indian Law of Evidence (Act of 1872), and Hindu Law and Mahomedan Law.

### SOCIETIES AND INSTITUTIONS.

#### LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the Hall of the Incorporated Law Society, on Thursday, two grants were made to the families of deceased non-members, and other general business was transacted:

#### COURT PAPERS.

#### VACATION NOTICES.

ROLLS COURT.—During the long vacation the chambers of the Master of the Rolls, Rolls-yard, Chancery-lane, will be open on Tuesday, August 12, and on Tuesday, Wednesday, Thursday, and Friday in each week, to and inclusive of Tuesday, October 28, from eleven till one o'clock.

### PUBLIC COMPANIES.

#### GOVERNMENT FUNDS.

LAST QUOTATION, AUG. 8, 1873.

3 per Cent. Consols, 92½	Annuities, April, '85 9½
Ditto for Account, Sep. 92½	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. 3 dis.
New 3 per Cent., 92½	Ditto, £500, Do — 3 dis.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 3 dis.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 249
Annuities, Jan. '80 —	Ditto for Account.

#### INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Inf. Fr., 5 p Ct. Jan. '72
Ditto for Account, —	Ditto, 4½ per Cent., May, '79 103½
Ditto 5 per Cent., July, '80 118	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88 104	Do. Do. 5 per Cent., Aug. '73 101
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000
Ditto Rs faced Ppr., 5 per Cent. 96½	Ditto, ditto, under £1000

#### RAILWAY STOCK.

Railways.	Paid.	Closing Prices.
Stock Bristol and Exeter .....	100	117
Stock Caledonian .....	100	95½
Stock Glasgow and South-Western .....	100	119
Stock Great Eastern Ordinary Stock .....	100	39
Stock Great Northern .....	100	130½
Stock Ind. A Stock .....	100	141½
Stock Great Southern and Western of Ireland .....	100	114
Stock Great Western—Original .....	100	122
Stock Lancashire and Yorkshire .....	100	148½
Stock London, Brighton, and South Coast .....	100	77½xd
Stock London, Chatham, and Dover .....	100	21½
Stock London and North-Western .....	100	149
Stock London and South-Western .....	100	109
Stock Manchester, Sheffield, and Lincoln .....	100	74½
Stock Metropolitan .....	100	71½xd
Stock Do., District .....	100	30½
Stock North British .....	100	138
Stock North Eastern .....	100	67
Stock North London .....	100	107
Stock North Staffordshire .....	100	117
Stock North Devon .....	100	65
Stock South Eastern .....	100	72
Stock South-Eastern .....	100	108½xd

\* A receives no dividend: all 6 per cent. has been paid to B.

#### MONEY MARKET AND CITY INTELLIGENCE.

There has been no change in the Bank rate, but the proportion of reserve to liabilities has fallen to 49½ per cent. There was some depression in the stock markets on Wednesday, but the satisfactory dividends announced on Thursday produced a rise in English railways. Little business has been done in foreign securities.

DUNDEE.—On Saturday evening each of the candidates addressed meetings of the electors. Mr. Stephen spoke at a large meeting in the Kinnaird Hall; Mr. W. O. Dalgleish, of Baxter, Brothers & Co., presided, and on the platform were many of the leading citizens. Mr. Stephen was well received. He commenced by noticing a statement which had been published hinting at the invalidity of his nomination because he was a Commissioner of Assize, and had received 500 guineas as a fee for the duties he had had to perform. Mr. Stephen said the question was just this:—"Are you a Commissioner of Assize, and did you not receive a promise of a fee of 500 guineas, and have you or have you not renounced that fee?" He had to answer to that that he was a Commissioner of Assize, and that he was promised a fee of 500 guineas, being the usual and regular fee given to special commissioners on such occasions; but he had renounced that fee, had written a letter to the Secretary of State for the Home Department that he would accept no remuneration whatever for his duties as Commissioner of Assize, except such remuneration as might be considered necessary in respect of the work done before this election commenced and before he had anything whatever to do with it, and that any future duties which he might perform on circuit would be performed gratuitously. (Cheers.) But then it was asked if he was not a Commissioner of Assize, and as such ineligible quite independently of receiving any fee at all. To that he answered, No, he was not ineligible, and he would prove that if he were ineligible every person put into the Commission of Assize would have to vacate his seat, and would have to be re-elected. A large number of members of Parliament were in the Commission of Assize and not one of them had ever yet been called upon to vacate his seat in consequence or ever did vacate it. Mr. Holker, the member for Preston, Mr. Bristowe, of Newark, and Mr. Lopes, of Launceston, were all at present engaged on Circuit. He was therefore as much entitled to receive their suffrages as any man; but even on the question of money he could have retained every farthing of it without in the slightest degree prejudicing his position in that election. Mr. Stephen referred at length to the various questions on which he had previously spoken, and concluded by alluding to "Ginx's Baby." He said that if it was illustrative of Mr. Jenkins's opinions there was a clear and distinct issue between him. Mr. Jenkins, in the work referred to, proposed to elevate the working man by State institutions, while he contemplated simply the removal of unreasonable obstacles and advised working men to rely on their own resources for the rest. (Cheers.) Mr. Stephen was well received throughout. The Rev. George Gilfillan made an effective speech, and concluded by proposing a motion in favour of Mr. Stephen, which was unanimously adopted. Mr. Jenkins and Mr. Yeaman had open-air meetings which were largely attended. Mr. Jenkins, in the course of his address, expressed his confidence regarding the result of the poll, and characterised Mr. Stephen's policy as cold and unsympathetic, and as entirely unfavourable to the working classes.—*Daily News*.

#### SIXTHS, MARRIAGE, AND DEATHS.

##### BIRTHS.

BADCOCK.—On July 30, at 101, St. George's square, S.W., the wife of Isaac Badcock, Esq., of Lincoln's-inn, barrister-at-law, of a son.

SMITH.—On August 5, at 1, Catherine-road, Surbiton, the wife of E. T. Smith, Esq., barrister-at-law, of a daughter.

##### MARRIAGE.

CARTER—MARTIN.—On July 31, at St. Augustine's Church, Highbury, I. Edwin Carter, of Austinfrars, solicitor, to Mary Margaret, the eldest daughter of Henry Martin, Esq., of Highbury New-park.

##### DEATHS.

BLISS.—On July 31, at Folkestone, Henry Bliss, Q.C., of 26, Eccleston-square, and 5, Paper-buildings, Temple, aged 76.



**Goode**—On July 30, at 44, Howland-street, Fitzroy-square, London, Henry Sale Goode, Esq., solicitor, in the 45th year of his age.

**MARSDEN**—On August 14, at Edmonton, Mr. Joseph Daniel Marsden, solicitor, 69, Friday-street, Cheapside, in the 58th year of his age.

### ESTATE EXCHANGE REPORT.

#### AT THE MART.

By Messrs. CHINNOCK, GALSWORDY & Co.  
Somersetshire, near Taunton—The Gotten Estate, containing 214a. 1r. 16p., freehold—sold for £19,000.

By Messrs. FARRERBROTHER, CLARK & Co.  
Devon, near Honiton—The freehold estates known as Chelston and Swetcombe, comprising 862a. 2r. 23p., freehold—sold for £20,000.

Kensington—No. 7, Bedford-gardens, term 55 years—sold for £300.

By Messrs. DEBENHAM, TEWSON & FARMER.  
Kent and Surrey, Cudham—Lusted Farm, containing 275a. 2p. freehold—sold for £8,500.

Monk's Farm, containing 11a. 2r. 16p.—sold for £630.  
Rectorial tithe rent charges of £93 13s. per annum.—sold for £1,700.

Islington—No. 70, Essex-road, copyhold—sold for £2,550.  
Hackney—Navarino-road, East Villa, term 72 years—sold for £780.

By Messrs. JONES & RAGGETT.  
Rotherhithe—Nos. 33 to 39, Russell-street, freehold—sold for £1,080.

By Mr. FRANK LEWIS.  
Hackney-road, No. 440, term 32 years—sold for £225.

By Messrs. E. SMITH & Co.  
Middlesex, Cranford—Freehold residence, The Observatory, with stabling, &c., and 2 acres—sold for £3,550.  
Heston—Nos. 1 to 6, Alma-cottages, and a plot of land, freehold—sold for £985.

By Messrs. RUSHWORTH, ABBOTT & Co.  
Regent's-park—Improved ground rents of £272 10s. per annum, term 47 years—sold for £5,360.

By Messrs. DANIEL SMITH, SON, & OAKLEY.  
Kennington—Freehold ground rents, of £370 2s. per annum—sold for £8,700.

By Messrs. MULLETT, BOOKER & Co.  
Hyde-park—No. 117, Gloucester-terrace, term 64 years—sold for £2,100.

#### AT THE QUEEN'S HEAD HOTEL, NEWCASTLE.

By Messrs. DRIVER.  
Northumberland, near Hexham—Freehold farms, &c., comprising 4,370a. 2r. 9p., and situate south of the South Tyne River—sold for £146,000.

Freehold farms, &c., comprising 1,398a. 1r. 11p., and situate north of the South Tyne River—sold for £79,000.

### LONDON GAZETTES.

#### Professional Partnerships Dissolved.

TUESDAY, Aug 5, 1873.

Kempson, George Streeter, William Mann Trollope, and Lewis Winckworth, Attorneys and Solicitors, 31, Abingdon st, Westminster. July 31.

#### Winding up of Joint Stock Companies.

FRIDAY, Aug 1, 1873.

##### UNLIMITED IN CHANCERY

Kensington Station and North and South London Junction Railway.—By an order made by V.C. Malins dated July 23, it was ordered that the above company be wound up. Young and Co., St Mildred's court, Poultry, Solicitors for the Petitioners.

##### LIMITED IN CHANCERY.

Culaba Gold Mining Company, Limited.—By an order made by V.C. Malins dated July 23, it was ordered that the above company should be wound up. Davidsons and Co., Basinghall st, solicitors for the petitioner.

Lancashire Engineering and Compression Casting Company, Limited.—Petition for winding up, presented July 30, directed to be heard before V.C. Little, at St George's Hall, Liverpool, on Aug 9 at 10. Forsyth and Hawkins, Liverpool, solicitors for the petitioner.

Maria Anna and Steinbank Coal and Coke Company, Limited.—By an order made by V.C. Malins, dated July 23, it was ordered that the above company be wound up. Field and Co., Lincoln's inn fields, agents for Miller and Co., Liverpool, solicitors for the petitioners.

##### STARNARIES OF DEVON.

Wheel Courtnay Mining Company.—Petition for winding up, presented July 23, directed to be heard before the Vice-Warden, at the Princes Hall, Truro, on Monday, Aug 11 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Thursday, Aug 7, and notice thereof must, at the same time, be given to the petitioner, his solicitor or agent. Chilcott, Tavistock, solicitor of the petitioner. Chilcott, Truro, Agent of the solicitor.

##### COUNTY PALATINE OF LANCASTER.

Liverpool Civil Service and Public Supply Association, Limited.—The

Vice-Chancellor has, by an order dated July 22, appointed John Stanley Bleas, Commerce chambers, Liverpool, to be the Official Liquidator.

TUESDAY, Aug 5, 1873.

##### LIMITED IN CHANCERY.

Co-operative Omnibus Association Limited.—Petition for winding up, presented July 26, directed to be heard before V.C. Wickens, on the first petition day in November. Boulton, Berners-st, solicitor for the petitioner.

Licensed Victualler's Co-operative Supply Association, Limited.—The Lord Chancellor for the Master of the Rolls has, by an order dated July 19, appointed James Boyes, No. 2, Carey-lane, provisionally Official Liquidator.

South Essex Land Company, Limited.—Petition for winding up, presented Aug 2, directed to be heard before the M.R. on Aug 13. Thomas and Hollams, Mincing lane, solicitors for the petitioners.

##### COUNTY PALATINE OF LANCASTER.

Liverpool Civil Service and Public Supply Association, Limited.—Creditors are required, on or before Aug 22, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Stanley Bleas, Commerce chambers, Liverpool. Friday, Sept 5 at 10, is appointed for hearing and adjudicating upon the debts and claims.

##### Friendly Societies Dissolved.

TUESDAY, Aug. 5, 1873.

Garmonian Friendly Society, Bryn Gryffyd, Flint. July 28  
National Independent Order of Engineers Friendly Society, Marquess of Hartington Inn, Chesterfield, Derby. Aug 1

#### Creditors under 22 & 23 Viet. cap. 35.

Last Day of Claim.

FRIDAY, August 1, 1873.

Bennett, Jane, Lansdowne rd, Notting hill. Sept 1. Leman and Co, Lincoln's inn Fields  
Burslem, Wilkinson, Hulme, Manchester, Iankeeper. Sept 25. Clay and Son, Manchester  
Casey, Stephen, Walthamstow, Essex, Farmer. Sept 13. Houghton, St Helen's place  
Cradock, Richard, Kingstone Lisle, Berks, Farmer. Sept 29. Crowley and Son, Farringdon  
Elsey, Joseph Edward, Chingford, Essex. Aug 10. Baylis, John st, Bedford row  
Greenwood, James, Midgley, Halifax, York, Yeoman. Sept 3. Longbottom, Halifax  
Hedges, Richard, Wood st, Merchant. Sept 10. Sole and Co, Aldermanbury  
Hetherington, George, Uxbridge, Middlesex, Gent. Oct 1. Putgrave and Hodgkinson, Furnival's inn  
Hughes, John, Liverpool, Gent. Sept 8. Gregory, Liverpool  
James, William, Westbourne st, Hyde Park gardens, Barrister at Law. Sept 29. Nicholson and Herbert, Spring gardens, Charing Cross  
Knapp, Henry, Duke-st, Manchester, Builder. Sept 30. Hughes and Co, Budge row, Cannon st  
Limer, Thomas, Blythe Bridge, Stafford, Yeoman. Sept 29. Young, Longton  
Marshall, Sir Charles, Kensington garden terrace, Hyde Park, Sept 11.  
Willoughby and Cox, Clifford's inn  
McMahon, Mary Anne, Crew, Kidare, Ireland. Sept 15. Hore and Monkhouse, Liverpool  
Mitchell, Thomas, Biddulph, Stafford, Timber Merchant. Aug 27  
Latham, Crompton  
Moss, James, Waverley, near Liverpool, Brewer. Sept 13. Bleas, Liverpool  
Mouchet, Elizabeth, Rectory place, Woolwich. Aug 23. Russell and Co, Old Jewry chambers  
Peel, John, Morley, York, Iankeeper. Aug 6. Scatchard, Leeds  
Priestly, Emma, Hunslet, Leeds. Sept 10. Snowden, Leeds  
Read, Thomas, Rendesham, Suffolk, Farmer. Sept 23. Welton, Woodbridge  
Richardson, William, Warwick, Cumberland, Gent. Aug 29. Wannop, Carlisle  
Richmond, George, Crocombe, Somerset, Auctioneer. Oct 25. Nalder, Shipton Mallet  
Richmond, Mary, Clifton, Bristol. Sept 1. Barker and Lane, Red Lion square  
Savile, Albany Bouchier, Bristol, Banker. Sept 22. Beran and Daniel, Chancery lane  
Seebell, Henry Sales, Pershore, Worcester, Esq. Nov 1. Ellis and Ellis, Spring gardens  
Searle, Mary, Penryn, Cornwall. Oct 1. Jenkins, Penryn  
Skinner, John, East Cove Park, Isle of Wight, Merchant. Oct 1.  
Rocks and Son, 31 James st, Bedford row  
Smith, Sarah, Otterbourne, Southampton. Sept 29. Woodbridge and Son, Winchester  
Smith, William Tyler, Upper Grosvenor st, Esq. M.D. Oct 31. Bell and Stewards, Lincoln's inn fields  
Stiles, Charlotte, Teignmouth, Devon. Oct 1. Temple, Teignmouth  
Trollope, Rev Arthur Barnard, Beverley, York. Oct 1. Shepherd and Co, Beverley  
Willing, Samuel, Plymouth, Devon, Surveyor of Shipping. Oct 31.  
Rooker and Co, Plymouth

TUESDAY, August 5, 1873.

Adams, Charlotte Priscilla, York st, Portman sq. Sept 1. Wright, Fenchurch st  
Blackburn, Moses, Burnley, Lancashire, Gent. Sept 1. Handsley and Artindale, Burnley  
Buxton, John, Allstree, Derby, Builder. Sept 12. Vallack, Derby  
Clegg, John, Prestwich, Lancashire, Esq. Sept 1. Hall and Janion, Manchester  
Cook, William, Lant st, Southwark, Carpenter. Sept 19. Phipps, Farringdon st  
Crick, Ann, Albert st, Regent's Park. Nov 2. Appleyard, New sq, Lincoln's inn  
Dawson, Earington, North Shields, Northumberland, Butcher. Sept 15.  
Tibley and Co

Donkersley, Jonas, South Croeland, York, Clothier. Oct 1. Owen, Huddersfield.  
 Frankcom, Frederick Charles, Bristol, Gent. Sept 15. Campbell and Salmon, Bristol.  
 Godwin, Margaret, Mount Pleasant, Upton, Chester. Sept 16. Killmister and Co, Macclesfield.  
 Hannaford, George William Browne, Maidenhead, Berks, Banker. Oct 29. Parker and Son, High Wycombe.  
 Harrison, William Anthony, Keppel st, Russell sq, Surgeon Dentist. Sept 1. Linklater and Co, Waltham.  
 Hooson, William, Davenham, Cheshire, Labourer. Sept 1. Green and Dixon, Northwich.  
 John, William, Cardiff, Glamorgan, Lime Manufacturer. Nov 6. Daltons and Co, Cardiff.  
 Johnson, Thomas, St. Helen's, Lancashire, Sawyer. Sept 2. Amsdell and Son, St. Helen's.  
 Lloyd, Arthur Gore, Buckingham Gate, Attorney. Oct 10. Hedger, Furnival's inn.  
 Pope, Anne, Crawford st, Marylebone. Sept 13. McClellan, Bedford row.  
 Russell, George James, Ansted Brook, Surrey, Gent. Oct 1. Mellersh Gosdaming.  
 Roker, John Mitchell, Bramley, Surrey, Corn Merchant. Sept 30. Potter and Stevens, Farnham.  
 Rotherham, Alexander, Threaptham, York, Esq. Sept 29. Whall, Workshop.  
 Shibley, William, Heigham, Norwich, Gent. Aug 31. Sadd, Norwich.  
 Turner, Caroline, Sunbury, Middlesex, Oct 1. Lydall, Southampton buildings, Chancery lane.  
 Turner, Joseph, Beargreen, Surrey, Brewer. Sept 1. Down.  
 Weston, John Turner, Standish, Lancashire, Farmer. Aug 23. Byron, Wigan.

#### Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 1, 1873.

Colbram, Henry Baker, Brighton, Sussex, Gent. Sept 29. Colbram & Copp, V.C. Malins, Stuckey, Brighton.  
 Croose, Robert Frederick, Ilfracombe, Devon, Gent. Sept 1. Huxtable & Croose, V.C. Wickens, Waller and Son, Duke st, Adelphi.  
 Dashwood, George Ashley Charles, Stone Lodge, Suffolk. Sept 1. Dashwood & Dashwood, V.C. Malins, Grease, Bury St. Edmunds.  
 Nisbett, David George, Wardour st, Oxford St. Jeweller. Aug 30. Nisbett & Nisbett, V.C. Malins, Low, Great Marlborough st.  
 Waterfield, James Frederick, Greenwich, Wine and Spirit Merchant. Sept 1. Fryer & Waterfield, V.C. Wickens, Longcroft, Lincoln's-inn-fields.

TUESDAY, Aug. 5, 1873.

Guthrie, James Alexander, Portland place, Merchant. Aug 31. Guthrie & Walrod, V.C. Malins, Farrer, Lincoln's-inn-fields.  
 Hayward, Philip, Marden, Wilts, Esq. Sept 29. Black & Whitaker, V.C. Malins, Jones, Sergeant's inn, Fleet st.  
 Hogg, William, Newmarket, Cambridge, Gent. Oct 10. Hayles & Barrell, V.C. Wickens, Dale, Furnival's-inn.  
 Mineral Hill Silver Mines Company, persons entitled to the outstanding and unpaid debentures issued by the. Oct 1. Lambert & Mineral Hill Silver Mines Company, Limited, V.C. Malins, Turquand, Tokenhouse yard.  
 Vyse, Thomas, Herne Hill, Surrey, Hat Merchant. Sept 1. Welch & Vyse, M.R., Rawle, Bedford row.

#### Bankrupts.

FRIDAY, Aug. 1, 1873.

#### Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the County.

Benrah, William, Tunbridge, Kent, Corn Dealer. Pet July 26. Cripps, Tunbridge Wells, Aug 16 at 12.  
 Clifford, James, Ashford, Kent, Builder. Pet July 28. Callaway, Canterbury, Aug 12 at 3.  
 Hanna, Andrew, Watton, Norfolk, Draper. Pet July 30. Palmer, Norwich, Aug 12 at 12.  
 Laker, James, Ware Mill, Lingfield, Surrey, Miller. Pet July 29. Cripps, Tunbridge Wells, Aug 14 at 3.  
 Thomas, John, Denbigh, Earthenware Dealer. Pet July 29. Jones, Bangor, Aug 4 at 11.  
 Thompson, John Arthur, Altrincham, Chester, Ironmonger. Pet July 28. Hulton, Manchester, Aug 13 at 9.30.

#### Under the Bankruptcy Act, 1869.

TUESDAY, Aug. 5, 1873.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Consens, William, Ethelburga House, Bishopsgate st, Slate Merchant. Pet Aug 1. Spring-Rice. Aug 15 at 1.

To Surrender in the County.

Andrews, Arthur, Folkestone, Kent, Innkeeper. Pet Aug 2. Gallaway, Canterbury, Aug 22 at 2.  
 Cozer, Thomas, Newcastle-upon-Tyne, Steam ship Broker. Pet July 31. Mortimer, Newcastle, Aug 16 at 11.  
 Jackson, Robert, Manchester, Braid Manufacturer. Pet June 3. Hulton, Manchester, Aug 15 at 9.30.  
 Lambert, James, Newcastle-upon-Tyne, Butcher. Pet July 31. Mortimer, Newcastle, Aug 16 at 12.  
 Marriott, William Edward Neve, Swaffham, Norfolk, Tailor. Pet July 31. Partridge, King's Lyne, Aug 16 at 12.

#### BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 1, 1873.

Hart, Herbert William, Eastcheap, Managing Director. July 25.  
 Temple, James Alfred, Broad st, Commission Agent. July 25.

TUESDAY, Aug. 5, 1873.

Mundy, Herbert Godfrey, Grosvenor st, Gent. Aug 4.

#### Liquidation by Arrangement. FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 1, 1873.

Amos, William Thomas, Knarsborough, York, Boot Maker. Aug 12 at 11 at offices of Richardson, Harrogate.  
 Arnold, Charles, Sherborne, Dorset, Boot Maker. Aug 13 at 12 at offices of Davies, Abbey, Sherborne.  
 Atkinson, George, Harrogate, York, Grocer. Aug 20 at 11 at office of Harle, Victoria chambers, South parade, Leeds.  
 Baily, Frederick, Red Lion yard, Old Brentford, Farrier. Aug 11 at 13 at offices of Dilton, Ironmonger lane.  
 Baker, Benjamin, Dudley, Worcester, Fruiterer. Aug 13 at 11 at office of Whitehouse, Castle st, Dudley.  
 Barrett, James, and William Bagley, Cardiff, Glamorgan, Boot Manufacturers. Aug 12 at 12 at office of Morgan, High st, Cardiff.  
 Barton, Edward, Edward Harfield Barton, and Henry Barton, Globe rd, Packing Case Manufacturers. Aug 18 at 2 at 5, Finsbury circus.  
 Bartrum, Arthur Clement, Bowling, near Bradford, York, Worsted Spinner. Aug 13 at 11 at offices of Wood and Killick, Commercial Bank buildings, Bradford.  
 Benporath, George Hillier, and Thomas John Whittle, Mining lane, Colonial Brokers. Aug 15 at 2 at office of Kearsey, Old Jewry.  
 Best, William, New Grimesthorpe, near Sheffield, Grocer. Aug 15 at 2 at office of Roberts, Queen st, Sheffield.  
 Bishop, Richard Henry, Stroud, Gloucester, Cabinet Maker. Aug 14 at 11 at offices of Smith, Baron st, Stroud.  
 Blackwell, Thomas, Baron st, Pontentville rd, Printer. Aug 15 at 4 at offices of Robinson, Fleet st.  
 Bowles, Thomas, Tunbridge Wells, Kent, Carpenter. Aug 18 at 3 at office of Burton, Bedford terrace, Tunbridge Wells.  
 Bright, Hamilton, Old Ford rd, Bow, Licensed Victualler. Aug 8 at 2 at 29, Craven st, Strand. Vercoerend.  
 Bullivant, Richard, Leeds, Commercial Traveller. Aug 22 at 2 at office of Harle, Victoria chambers, South parade, Leeds.  
 Cannell, John, Egremont, Cheshire, Surgeon. Aug 15 at 2 at offices of Meadows, Dale at Liverpool.  
 Caygill, James, Leeds, Cabinet Maker. Aug 13 at 12 at offices of Rider, Park row, Leeds.  
 Coates, George Webster, Boroughbridge, York, Plumber. Aug 12 at 12 at offices of Hurst and Capes, Harrogate.  
 Commings, Richard, Melcombe Regis, Dorset, Cabinet Maker. Aug 13 at 2 at the Auction Mart, Market st, Melcombe Regis. Howard.  
 Corbett, John, Wakefield, York, Corn Dealer. Aug 12 at 3.30 at the George Hotel, Wakefield. Ibberson, Dewsbury.  
 Cornish, George, Marcham, Berks, Baker. Aug 14 at 3 at the Rising Sun Inn, Abingdon. Thompson, Oxford.  
 Cress, Charles Frank, Leadenhall st, Merchant. Aug 22 at 2 at the London Tavern, Bishopsgate st. Wragg, Great St Helen's.  
 Eastwood, Charles, Birkenhead, Cheshire, Butcher. Aug 13 at 2 at Transmere Park Hotel, Church rd, Higher Transmere. Williams, Liverpool.  
 Edmonds, Thomas, Penzance, Cornwall, Carrier. Aug 16 at 11 at offices of Roscorla and Son, North parade, Penzance.  
 Elliott, John Garrett, Liverpool st, Lithographic Writer. Aug 15 at 11 at office of Lay, Poultry.  
 Emms, John, Newcastle-upon-Tyne, Metal Refiner. Aug 13 at 12 at offices of Keenlyside and Foster, St John's chambers, Grainger st West, Newcastle-upon-Tyne.  
 Etchells, Thomas, Honley, York, Manufacturer. Aug 14 at 3 at offices of Mills and Meller, Byram buildings, Westgate, Huddersfield.  
 Evans, David, Liverpool, Grocer. Aug 15 at 11 at office of Smith, Cor's buildings, Fresson's row, Liverpool.  
 George, James, Southborough, Kent, Builder. Aug 13 at 11 at offices of Goram and Warner, High st, Tunbridge.  
 Gillard, Robert, Marylebone lane, Upholsterer. Aug 14 at 2 at office of Williams, Alfred place, Bedford square Liverpool.  
 Gostage, Thomas, Liverpool, Money Lender. Aug 15 at 3 at offices of Ponton, Vernon chambers, Vernon st, Liverpool.  
 Grainger, Henry William Allardale, Liverpool, Provision Merchant. Aug 18 at 11 at offices of Blease, Lord st, Liverpool. Bateson and Co, Liverpool.  
 Gaten, John, Owerlton, York, Tilter. Aug 12 at 2 at offices of Roberts, Queen st, Sheffield.  
 Grindley, William, Colwyn, Denbigh, Livery Stable Keeper's Manager. Aug 13 at 3 at office of Bridgman and Co, Westminster buildings, Newgate st, Chester.  
 Hall, Miles John, Sudbury, Suffolk, Grocer. Aug 16 at 4 at the Four Swans Hotel, Sudbury. Jones, Butt rd, Colchester.  
 Hallett, Samuel, Bristol, Watchmaker. Aug 14 at 11 at offices of Tricks and Co, City chambers, Nicholas st, Bristol. Ward, Bristol.  
 Hardy, Abraham, Birmingham, Licensed Victualler. Aug 14 at 3 at offices of Parry, Bennett's hall, Birmingham.  
 Harris, Henry Lewis, Somerset st, Whitechapel, Packing Case Maker. Aug 11 at 2 at offices of Barnett, New Broad st.  
 Hassell, John Mills, Huddersfield, York, Cloth Miller. Aug 14 at 3 at offices of Craven and Sunderland, King st, Huddersfield.  
 Hedley, Robert, York, out of business. Aug 14 at 2 at offices of Paley and Husband, Petergate, York.  
 Herring, Benjamin, Norwich, Baker. Aug 11 at 12 at offices of Taylor and Sons, Old Bank buildings, King st, Norwich.  
 Herring, John Bland, Market Rasen, Lincoln, no occupation. Aug 18 at 2 at the Gordon Arms Hotel, Market Rasen. Chambers, Market Rasen.  
 Higg, Frederick Soagave, Houghton, Lincoln, Surgeon. Aug 9 at 11 at office of Page, Flaxen gate, Lincoln.  
 Hollier, Benjamin, Dudley, Worcester, Pattern Maker. Aug 16 at 3 at offices of Bowen, Mount Pleasant, Bilston.  
 Holmes, Edward, Leeds, Provision Dealer. Aug 21 at 2 at offices of Harle, Victoria chambers, South parade, Leeds.  
 Holmes, George, Manchester, Music Seller. Aug 18 at 11 at offices of Pritchard and Englefield, Painter's Hall, Little Trinity lane, Queen Victoria st. Edwards and Binliff, Manchester.  
 Horsfall, Henry, Leeds, Drysalter. Aug 13 at 12 at offices of Pullen, Bank chambers, Park row, Leeds.  
 Huxley, Robert, Great Waltham, Essex, Farmer. Aug 22 at 12 at office of Moss and Sons, Gracechurch st.  
 Jenkins, Edward, Stowe, Northampton, Farmer. Aug 11 at 11 at offices of Howes, Abingdon st, Northampton. Percival, Towcester.

Lagraft, Henri, Baker st. Aug 13 at 1 at office of Debenham, L. Lincoln's inn fields  
 Lewis, Alfred David, and Frederic Michael Hyam, Gracechurch st, Ship Builders. Aug 21 at 2 at offices of Lewis and Lewis, Ely place, Holborn  
 Macdonald, Robert Parker, Tooley st, Southwark, Baker. Aug 18 at 4 at offices of Flew and Irvine, Mark lane  
 Mantle, John, Hoss, Leicester, Grocer. Aug 13 at 3 at offices of Blackwell, St Peter's Church walk, Nottingham  
 Martindale, Edward, Bishopston, Gloucester, Greengrocer. Aug 13 at 2 at offices of Beckingham, Albion chambers, Broad st, Bristol  
 May, William James, Southborough, near Tunbridge Wells, Builder. Aug 14, at 4 at the Castle Hotel, Tunbridge Wells. Stone and Simpson, Tunbridge Wells  
 Morris, Henry, Wakefield, York, Innkeeper. Aug 14 at 11 at office of Fernandes and Gill, Cross square, Wakefield  
 Mountain, Robert, Harrogate, York, Chemist. Aug 14 at 12 at office of Hirst and Capes, Harrogate  
 Naylor, John Hartley, Lewins, Pudsey, York, Cloth Manufacturer. Aug 14 at 3 at offices of Carr, Albion st, Leeds  
 Page, Frederick, Kentish Town rd, Baker. Aug 18 at 3 at offices of Butcher, Cheapside  
 Patrick, George, East Stonehouse, Devon, Outfitter. Aug 15 at 12 at offices of Sole and Gill, St Aubyn st, Devonport  
 Porter, John Thomas Brown, Victoria st, Civil Engineer. Aug 13 at 3 at the Guildhall Coffee House, Gresham st. Moonen and Son, St Benet's place, Gracechurch st  
 Raftery, Thomas, Old Kent rd, Watchmaker. Aug 12 at 11 at office of Beck, East India avenue, Southampton, Cooper. Aug 12 at 4 at offices of King, Union st, Portsea  
 Roberts, William Griffith, Llandudno, Carnarvon, out of business. Aug 14 at 1 at the Erskine Arms Hotel, Conway. Jones, Conway  
 Rose, Edward, Wimborne Minster, Dorset, Innkeeper. Aug 31 at 11 at the New Inn, Wimborne Minster. Moore, Wimborne Minster  
 Rudrum, Isaac Solomon, Norwich, Shoes Manufacturer. Aug 15 at 12 at offices of Collins, Willow lane, Norwich  
 Simmons, Robert, Bristol, Grocer. Aug 13 at 12 at office of Parsons, Nicholas st, Bristol. Henderson and Co, Bristol  
 Simons, Charles, Nottingham, Boot Dealer. Aug 14 at 12 at offices of Fraser, Brougham chambers, Wheeler gate, Nottingham  
 Smith, William Henry, Manchester, Dealer in Glass. Aug 9 at 3 at offices of Hinde and Co, Moult st, Manchester  
 Stiles, Edmund, Broadheath, Worcester, Butcher. Aug 18 at 11 at office of Pitt, High st, Worcester  
 Taylor, William, St Swithin's lane, Commission Agent. Aug 19 at 2 at the Clarence Hotel, Spring gardens, Manchester. Brown, Basinghall st  
 Tebb, Isaac, Stamford, Lincoln, Confectioner. Aug 15 at 11 at offices of Law, Stamford avenue and Wilkins, Peterborough  
 Threlkild, Richard, and Richard Gibson Threlkild, Preston, Lancashire, Cotton Manufacturers. Aug 12 at 3 at offices of Deloitte and Halliday, Booth st, Manchester. Gibbertson, Preston  
 Tubbs, Henry, Southampton, Balif. Aug 13 at 2 at offices of Killby, Portland st, Southampton  
 Underwood, Thomas, Royal rd, Kennington, Builder. Aug 21 at 2 at offices of Linklater and Co, Walbrook  
 Violet, Thomas, Hackford rd, North Brixton, Grocer. Aug 14 at 2 at office of Blackford and Riches, Great Swan alley, Moorgate st  
 Voller, William, Solihy, and Richard Ford Igglelden, Aldershot, Southampton, Printers. Aug 11 at 1 at office of Eve, Victoria rd, Aldershot  
 Walker, Edward, Halewood, near Liverpool, Farmer. Aug 15 at 2 at offices of Tyrer and Co, North John st, Liverpool  
 Waters, John, Heseldon Moor, Durham, Coal Merchant. Aug 13 at 10 at offices of Oliver and Botterell, John st, Sunderland  
 Williams, George, Birmingham, out of business. Aug 15 at 11 at offices of Eaden, Bennett's hill, Birmingham  
 Williams, Hugh, Dolyddolen, Carnarvon, Hotel keeper. Aug 15 at 11 at the Glanaber Hotel, Betway Coed. Roberts, Four Crosses, Festenog  
 Wilmut, Thomas, Garford st, Poplar, Contractor. Aug 8 at 3 at the Guildhall Coffee house, Gresham st. Porter, Southampton buildings, Chancery lane  
 Wilson, Matthew Reed, Warrington, Lancashire, Draper. Aug 20 at 3 at offices of Davies and Co, Bewsey chambers, Bewsey st, Warrington. Moore.  
**TUESDAY, August 4, 1873.**  
 Alexander, Nathan, Houndsditch, Clercher. Aug 13 at 12 at offices of Nicholson, Gresham st, Montagu, Bucklersbury  
 Attwood, Thomas Pym, Bishopston, Gloucester. Aug 18 at 12 at office of Hancock and Co, Guildhall, Broad st, Bristol. Clifton, Bristol  
 Bailey, Francis, Powis st, Woolwich, Upholsterer. Aug 19 at 2 at office of Mirams, New Inn, Strand  
 Baisrow, Jonathan, Ovenden Cross, Halifax, York, Clogger. Aug 18 at 11 at offices of Rhodes, Horton st, Halifax  
 Batchelar, Richard, Claremont place, Station rd, Penge, Baker. Aug 18 at 12 at office of Izard and Betts, Eastcheap. Reed and Lovell, Basinghall st  
 Bedford, Henry Edwin, Halifax, York, Watchmaker. Aug 18 at 3 at the Queen's Hotel, Stephenson place, Birmingham. Davis, Birmingham  
 Brooks, Samuel, sen, Nottingham, Hair Net Manufacturer. Aug 19 at 12 at offices of Bolk, High pavement, Nottingham  
 Bulphit, George Henry, Southampton, Provision Merchant. Aug 13 at 2 at offices of Guy, Albion terrace, Southampton  
 Caughey, William Francis, Liverpool, General Merchant. Aug 21 at 2 at offices of Reynolds and Lyon, Fenwick st, Liverpool  
 Chappell, William, jun, Union court, Old Broad st, Silk Merchant. Aug 21 at 12 at office of White and Co, King st, Cheapside. Maitland, Knight Rider st, Doctors Commons  
 Clark, Arthur Richard, Wells st, Albany rd, Camberwell, Carpenter. Aug 14 at 3 at offices of Marshall, Lincoln's inn fields  
 Clruch, Lawrence, Liverpool, Bootmaker. Aug 18 at 2 at offices of Gibson and Bolland, South John st, Liverpool. Woodburn and Co, Liverpool  
 Collins, Richard, Portsea, Southampton, Dealer. Aug 15 at 11 at office of Harvey, Commercial rd, Landport

Collis, Elias William, Little Edward st, Regent's Park, Cab Proprietor. Aug 14 at 2 at offices of Adams, Pancras lane, Queen st  
 Crouch, Saint Thomas, Glastonbury, Somerset, Watch Maker. Aug 20 at 12 at offices of Langworthy, Clare st, Bristol  
 Dean, John, Manchester, Restaurant Keeper. Aug 20 at 3 at offices of Addleshaw and Warburton, King st, Manchester  
 Dracochis, Leoridas, Queen's rd, Bayswater. Aug 15 at 3 at 14, Finsbury square, Parker  
 Garrett, Baker Charles, Gosport, Hants, Builder. Aug 18 at 3 at office of Blake, Union st, Portsea  
 Hallworth, Thomas, Middleton, near Manchester, Draper. Aug 15 at 12 at offices of Sale and Co, Booth st  
 Halton, Richard, Aspull, Lancashire, Provision Dealer. Aug 27 at 3 at offices of Leigh and Ellis, Arcade, King st, Wigan  
 Hancock, Frederick Henry, Burslem, Stafford, Commission Agent. Aug 12 at 3 at the County Court Office, Cheapside, Hanley. Tomkinson, Burslem  
 Hibbins, Valentine, Kingston-on-Thames, Builder. Aug 26 at 3 at office of Lewis and Lewis, Ely place, Holborn  
 Hodgkinson, John Henry, Manchester, Tailor. Aug 19 at 3 at office of Buckley, Hilton st, Oldham st, Manchester  
 Jackman, John, Farnham, Surrey, Tailor. Aug 18 at 11 at office of Ward, Borough, Farnham  
 Jackson, William, Newcastle-upon-Tyne, Metal Merchant. Aug 18 at 12 at the Court House, Westgate st, Newcastle-upon-Tyne. Forster, Newcastle-upon-Tyne  
 Johnson, Henry, Manchester, Reed Manufacturer. Aug 18 at 3 at office of Bent, Bloom st, Manchester  
 King, Richard, Birmingham, Brassfounder. Aug 15 at 3 at offices of Parry, Bennett's hill, Birmingham  
 King, William, Leeds, Woollen Manufacturer. Aug 15 at 12 at offices of Simpson and Burrell, Albion st, Leeds  
 Kirlehan, Hugh Sylvester, Birkenhead, Cheshire, Schoolmaster. Aug 22 at 3 at offices of Lowe, Castle st, Liverpool  
 Kitchen, John, Dewsbury, York, Woollen Manufacturer. Aug 15 at 3 at the Royal Hotel, Dewsbury. Ibberson, Dewsbury  
 Lacey, John, Eatham, Kent, Plumber. Aug 15 at 11 at office of Eagleton, Newgate st  
 Lancashire, James, Whitefield, Pilkington, Lancashire, Physician. Aug 19 at 3 at offices of Earle and Co, Manchester  
 Lane, William, jun, Kinver, Stafford, Grocer. Aug 18 at 11 at offices of Rogers and Jordan, High st, Stourbridge  
 Lawrence, John, Ledbury mews, Bayswater. Aug 13 at 10 at offices of Thwaites, Basinghall st. Fulcher, Basinghall st  
 Laws, George, Leeds, Tailor. Aug 15 at 1 at offices of Rooke and Midgley, Boar lane, Leeds  
 L'Homme, William, Chickerell, Dorset, Coal Merchant. Aug 18 at 2 at the White Hart Hotel, St John st, Salisbury. Burnett  
 Lowe, Charles Henry, Charles st, Hatton garden, Printer. Aug 18 at 2 at offices of Greatorex, Chancery lane  
 Lowick, Thomas, Leeds, Commercial Traveller. Aug 18 at 2 at offices of Hancock and Co, Guildhall, Bristol. Davies, Bristol  
 Martin, Henry, Leicester, Boot Manufacturer. Aug 20 at 19 at office of Morris and Son, Friar lane, Leicester. Burgess, Leicester  
 Matthews, John Cole, Ayrton Gifford, Devon, Butcher. Aug 19 at 2 at offices of Davies, Fore st, Kingsbridge  
 McKellen, Samuel Dunsteth, Manchester, Watch Manufacturer. Aug 20 at 4 at the Hen and Chickens Hotel, New st, Birmingham. Sutton and Elliott, Manchester  
 Miller, James, sen, and James Miller, jun, Clifton rd, Peckham, Elastic Gasket Manufacturers. Aug 20 at 4 at offices of Nield, St Benet's place, Gracechurch st  
 Milward, Henry, Birmingham, General Dealer. Aug 18 at 12 at office of Free, Temple row, Birmingham  
 Monk, James Jonathan, Liverpool, Professor of Music. Aug 20 at 2 at offices of Harris, Union court, Castle st, Liverpool  
 Morgan, John, Glyn Neath, Glamorgan, Grocer. Aug 21 at 3 at office of Charles, Parade, Neath  
 Morgan, Joseph Edward, Leicester, Ladies' Wardrobe Dealer. Aug 18 at 12 at offices of Fowler and Co, Hotel st, Leicester  
 Moxon, Arthur Henry, Amen corner, Paternoster row, Clerk. Sept 1 at 12 at office of Allcock, Old Edwards, Old Henry  
 Nicholls, John, Dudley, Worcester, Licensed Victualler. Aug 15 at 11 at office of Whitehouse, jun, Castle st, Dudley  
 Norton, Henry Edward, North end, Croydon, Boot Manufacturer. Aug 16 at 1 at the Greyhound Hotel, High st, Broydon. Parry, King st, Cheapside  
 Oldendorff, Ludolf Henry, and Joseph Myers, Bradford, York, Staff Merchants. Aug 15 at 11 at office of Rawson and Co, Piccadilly, Bradford  
 Penman, Henry, Northumberland, Iron Ship Builder. Aug 16 at 3 at offices of Hoyte and Co, Collingwood st, Newcastle-upon-Tyne  
 Piper, Mary, and Joseph Piper, Osney rd, Old Kent rd, Market Gardeners. Aug 22 at 3 at offices of Roberts, Coleman st  
 Priestley, George, Walton, Lincoln, Cattle Dealer. Aug 19 at 11 at offices of Toynbee and Lurken, Bank st, Lincoln  
 Ratcliff, Thomas, Cheltenham, Gloucester, Builder. Aug 19 at 3 at office of Marshall, Essex place, Cheltenham  
 Richardson, James, and William Crabtree, Dewsbury, York, Wool Dealers. Aug 16 at 10 at offices of Ibberson, Dewsbury  
 Ridley, Charles Henry, Scarborough, York, Glass Dealer. Aug 18 at 3 at offices of Watts, Huntriss row, Scarborough  
 Robinson, William, and Edwin Broadbent, Oldham, Lancashire, Builders. Aug 18 at 11 at offices of Clegg, Clegg st, Oldham  
 Robson, Thomas, Preston, Lancashire, Wheelwright. Aug 18 at 2 at office of Forsyth, Cannon st, Preston  
 Ratty, John, Cheapside, Accountant. Aug 12 at 2 at 83, Cheapside  
 Sabine, Thomas, Portland rd, South Norwood, Stationer. Aug 18 at 2 at the Guildhall Tavern, Gresham st. Chorley and Crawford, Moor-gate st  
 Saunders, Jacob, Bristol, Glass Dealer. Aug 18 at 12 at office of Hancock and Co, Guildhall, Bristol. Almon, Bristol  
 Schmidt, George, Princess st, Drury lane, Grocer. Aug 13 at 3 at office of Marshall, Lincoln's inn fields  
 Scott, Samuel, Stockton-on-Tees, Durham, Commission Agent. Aug 14 at 10 at 32 at office of Fawcett and Co, Finkle st, Stockton-on-Tees  
 Scovell, John, Weston Farm, Hants, Farmer. Aug 23 at 2 at offices of Burnett, High st, Southampton. Loner



Scriven, Samuel, Feckenham, Worcester, Carpenter. Aug 18 at 11 at offices of Fowell, Clarendon chambers, Temple st, Birmingham  
 Searle, Arthur, Thrapstone, Northampton, China Dealer. Aug 18 at 11 at the Wenthworth Hotel, Peterborough, Deacon and Wilkins, Peterborough  
 Smith, Isaac, Hatfield Broad oak, Essex, Retired Farmer. Aug 26 at 12 at the Chequers Inn, Bishops Stortford. Cave, Finsbury circus  
 Stalker, John, New Witley, York, Grocer. Aug 19 at 12 at office of Fullan, Leeds  
 Stamp, John, Coombe Down, Bath, Innkeeper. Aug 15 at 12 at 31, Queen square, Stone and Co  
 Stephenson, John, Hunslet, Leeds, Provision Dealer. Aug 19 at 3 at office of Fawcett and Malcolm, Park row, Leeds  
 Swan, John, Phoenix st, Saint Pancras, Oil Man. Aug 18 at 12 at office of Johnson, High st, Marylebone  
 Waghorn, John, Boston, Lincoln, Tobaccoist. Aug 18 at 11 at offices of York, Church st, Boston  
 Weatherley, William, Chatham, Kent, Miller. Sept 1 at 3 at the London Tavern. Lake, Canterbury  
 Westbrook, Charles, Jun, High st, Ealing, Upholsterer. Aug 15 at 12 at office of Dubois, Gresham buildings, Basinghall st. Moon, Coleman st  
 Wilson, Cornelius William, Colbourne Rectory, Isle of Wight, Clerk in Holy Orders. Aug 26 at 2 at offices of Picard, St James's st, Piccadilly, Brown

## ROCK LIFE ASSURANCE COMPANY.

(Established A.D. 1805).

15, NEW BRIDGE STREET, BLACKFRIARS, LONDON, E.C.

### GOVERNMENT PENSIONS.

THE ROCK LIFE ASSURANCE COMPANY are prepared to purchase Government Pensions (of fixed amount and permanent character) on favorable terms, to be ascertained at the office, upon the principle of paying a portion of the purchase money in cash, and the remainder by an equivalent fully paid-up policy, which will participate in the reversionary bonuses of the Company.

### NINTH DIVISION OF PROFITS.

The next division of profits will be made in the year 1875. Assurances effected during the current year will participate therein, and will secure one year's additional bonus at all future divisions above Assurances taken out after that date.

### ASSURANCE OF 1875 BONUS.

This bonus may be assured without immediate outlay, the premium remaining unpaid till the bonus is declared at 4 per cent. compound interest, when the assured may either pay the premium or surrender an equivalent amount of the bonus.

PROFITS DIVIDED 1868, £532,369.

H. W. PORTER, Actuary.

## CLERGY MUTUAL ASSURANCE SOCIETY

Established in 1829.

Office:—No. 2, Broad Sanctuary, Westminster.

Total Funds . . . . . £2,036,737 5 3

Gross Annual Income . . . . . 249,799 1 4

No Agents employed and no Commission paid.

The Total Expenses of Management for the past year were £3 7s. per cent. on the Gross Annual Income.

Copies of the 44th Annual Report and Accounts read at the General Meeting on the 3rd July, 1873, Forms of Proposal, &c., may be had on application, personally or by letter, to the Office of the Society, as above.

MATTHEW HODGSON, Secretary.

**EXECUTORS AND TRUSTEES, having SILVER, PLATE, WATCHES, Jewellery, China, Glass, Paintings, Bronzes, Books, Wearing Apparel, Merchandise, Trade Stocks, &c., &c. to DISPOSE OF,** will find the "West-end Auction Mart" the best medium for realising, it being centrally situated, and replete with every convenience for the better display of property. Advances prior to sales. Valuations made for all purposes.—W. HICKINBOOTHAM & SONS, Proprietors, 8 and 9, Upper St. Martin's-lane, W.C.

## GLASGOW AND THE HIGHLANDS.—ROYAL

ROUTE via CRINAN and CALEDONIAN CANALS, by Royal Mail Steamer IONA from Bridge Wharf, Glasgow, at 7 a.m., and from GREENOCK at 9 a.m., conveying Passengers daily from Oban, Fort William, and Inverness. For sailings to Gairloch, Ross-shire (for Lochmure), Staffa, Iona, Glencoe, Mull, Skye, Lewis, and West Highlands, see bill with map and tourist fares free at J. CAMDEN HOTEL'S, Bookellers, 71, Piccadilly, London, or by post on application to DAVID HUTCHESON & CO., 118, Hope-street, Glasgow.

## ROYAL POLYTECHNIC.—THE ENCHANTED

GLEN: this successful Entertainment has now been represented 167 times! New Songs and a new GHOST EFFECT in the Incantation Scene, by the Author. Daily at 4 and 9 (Wednesday excepted), by Mr. OSCAR TREASTWELL.—THE GREAT EXHIBITION, by Mr. MALDEN, who has just returned from Vienna.—THE SHAH, and the PERSIANS; with Original Persian Music, by Mr. J. L. KING.—A (N) ICE LECTURE, by Professor GARDNER.—Open daily, from 12 to 5, & 7 to 10, Admission 1s.

## CARR'S, 265, STRAND.—

Dinners (from the joint) vegetables, &c., 1s. 6d., or with Soup or Fish, 2s. and 2s. 6d. "If I desire a substantial dinner of the joint, with the agreeable accompaniment of light wine, both cheap and good, I know only of one house, and that is in the Strand, close to Danes Inn. There you may wash down the roast beef of old England with excellent Burgundy, at two shillings a bottle, or you may be supplied with half a bottle for a shilling."—All the Year Round, June, 18, 1864, page 440.

The new Hall lately added is one of the handsomest dining-rooms in London. Dinners (from the joint), vegetables, &c., 1s. 6d.

**ESTATES and HOUSES to be SOLD or LET.**—Messrs. VIEWRO, BULL, & COOPER'S Monthly Register, containing full particulars of Estates and Farms, Furnished and Unfurnished Houses in town and country, Ground Rents and Investments generally, may be had free on application or by post for one stamp. Owners having properties for disposal are invited to send full particulars to the Auction and Estate Agency Offices, 8, Bucklersbury, E.C.

## MESSRS. DEBENHAM, TEWSON & FARMER'S

LIST OF ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

Kensington-gardens-square, Baywater, near to Queen's-road Station of the Metropolitan Railway.—Two Freehold, and Four long Leasehold Town Residences (the latter held at ground-rents of £7 each), let at rents varying from £120 to £140 per annum, and for sale, by order of the Mortgagees.

## MESSRS. DEBENHAM, TEWSON & FARMER

will SELL, at the MART, London, on TUESDAY next, AUGUST 12, at TWO, in Six Lots, the following capital TOWN RESIDENCES, viz:—

Lot 1. No. 47, Kensington-gardens-square, Freehold, let to P. M. Bunbury, Esq., at a rental of £140 per annum.

Lot 2. No. 46, Kensington-gardens-square, Freehold, let to Robert Faulkner, Esq., for 21 years, from Lady-day, 1861 (determinable at 7 or 14 years), at a rental of £135 per annum.

Lot 3. No. 43, Kensington-gardens-square, Leasehold for upwards of 80 years unexpired, at a ground-rent of £7, and let to S. Noble Bruce, Esq., for 21 years from Michaelmas, 1865 (determinable at 7 or 14 years), at a rental of £130 per annum.

Lot 4. No. 42, Kensington-gardens-square, Leasehold for upwards of 80 years unexpired, at a ground-rent of £7, and let to Mrs. Bacon for seven years from Lady-day, 1873, at a rental of £135 per annum.

Lot 5. No. 41, Kensington-gardens-square, Leasehold for upwards of 80 years unexpired, at a ground-rent of £7, and let to J. H. Bedford, Esq., for 21 years from Michaelmas, 1867 (determinable at 7 or 14 years) at a rental of £120 per annum.

Lot 6. No. 40, Kensington-gardens-square, Leasehold for upwards of 80 years unexpired, at a ground-rent of £7, and let to John Edwards, Esq., for three years, from Lady-day, 1871, at £120 per annum.

The tenants repair, insure, and pay all rates and taxes. The houses are substantially built and of a spacious description, each comprising five floors, besides a convenient basement.

Particulars of Messrs. UPTON, JOHNS ON, UPTON & BUDD, Solicitors, No. 20, Abchurch-lane, E.C. and of the Auctioneers, 80, Cheapside.

In Chancery.—Simpson v. Muncey.—Freehold House, Cottage, Stabling and Building Land, at Starch-green, and a sound long Leasehold Investment at Kilburn.

## MR. GEORGE RICH CLUNN, of the firm of

Wallen and Clunn (the person appointed by the Judge), will SELL by AUCTION, pursuant to an order of the High Court of Chancery, made in the above cause, and with the approbation of the Vice Chancellor Sir Richard Malins, the Judge to whose court such cause is attached, at the AUCTION MART, Tokenhouse-yard, on TUESDAY, AUGUST 14, at ONE for TWO precisely, in TWO Lots, a FREEHOLD ESTATE, situate at Starch-green, Hammersmith (free of land-tax), about ten minutes' walk from the Shepherd's-bush station of the Metropolitan system, affording constant communication with the City and West-end, comprising a brick-built dwelling house, with extensive outbuildings, cottage, with shop, stabling, garden, lawn and drying ground, the whole having frontages of 215ft. on Starch-green road, and 287ft. on an old bridleway, and being well adapted either for subdivision of the whole into building plots, or the present house might be retained, and the surplus land utilised for building. Also a sound long Leasehold Investment, consisting of a capital house and shop, No. 17, Salisbury-terrace, Edgware-road, Kilburn, at the corner of Brompton-bury-road. Let on lease at £110 per annum, and held direct from the Ecclesiastical Commissioners for about 85 years at £15 per annum.

Particulars of WM. SHEARMAN, Esq., Solicitor, 13, Little Tower-street, E.C.; of J. G. SHEARMAN, Esq., Solicitor, 10, Gresham-street, E.C.; of R. H. PEARPOINT, Esq., Solicitor, 80, Leicester-square, W.C.; of F. ROBINSON, Esq., 36, Jernyn-street, St James's, S.W.; at the MART; at the principal taverns at Starch-green; and of Messrs. WALEN and CLUNN, Auctioneers and Surveyors, 155, Leadenhall-street, E.C.

### Periodical Sales.

**MR. MARSH** begs to announce that his PERIODICAL SALES (established in 1843) for the Disposal of Reversions, Absolute and Contingent, Life Interests and Annuities, Policies of Life Assurance, Shares in all public undertakings, Advertisements and most presentations, and financial rights, and title rent charges, are APPOINTED to TAKE PLACE on the first Thursday in each month throughout the present year, as under:—

Sept. 4th.	Nov. 6th.
Oct. 2d.	Dec. 4th.

Also that the following days are appropriated during the present year for the sale of Freehold Estates, town and country Mansions, Copyhold and Leasehold Properties, suburban and town Residences, Freehold and Leasehold Ground-rents, and every description of real property:—

August 14th, and 21st.	October 16th and 23rd.
September 18th and 25th.	November 20th and 27th.
	December 11th and 18th.

Auction, land and estate agency offices, 54, Cannon-street, E.C.